



Command= 210-

Point#, Start#-End# or G#= 1-1066

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:...\BMHOME10							
			setpk	1	7629.0573	6153.7653	
			setpk	2	7536.7903	6122.5265	
			setpk	3	7567.3153	6022.6255	
			setpk	4	7471.8085	5989.9802	
			fndpk	5	7410.7370	6181.6763	
			setpk	6	7595.8697	6251.6527	
				7	6910.5946	6047.0545	TRA
				8	6715.7900	6002.7464	TRA
				9	6715.5744	6002.7025	TRA
				10	6675.7683	5994.6119	TRA
				11	6242.8989	5906.6311	TRA
				12	6205.8072	5899.0922	TRA
				13	6205.4447	5899.0185	TRA
				14	6009.3163	5861.7922	TRA
				15	5970.8628	5854.4935	TRA
				16	5774.3709	5817.1982	TRA
				17	5735.7701	5809.8716	TRA
				18	5669.4443	5797.2826	TRA
				19	5537.5142	5783.5778	TRA
				20	5497.5990	5779.4314	TRA
				21	5547.3614	5687.6519	TRA
				22	5572.8907	5438.9588	TRA
				23	5577.9966	5389.2202	TRA
				24	5585.4307	5316.8008	TRA
				25	5683.7856	5337.9356	TRA
				26	5823.5648	5367.9719	TRA
				27	5677.4684	5399.4840	TRA
				28	5672.3626	5449.2226	TRA
				29	5667.2567	5498.9612	TRA
				30	5651.9391	5648.1771	TRA
				31	5646.8332	5697.9157	TRA
				32	5636.9790	5793.9101	INT
				33	5672.9233	5443.7495	TRA
				34	5667.7868	5493.7866	TRA
				35	5652.3773	5643.8977	TRA
				36	5627.7325	5394.3521	TRA
				37	6011.7626	5862.2565	TRA
				38	6207.8910	5899.4828	TRA
				39	6208.2536	5899.5565	TRA
				41	7563.5019	6028.6079	TRA
				42	7372.5257	6168.6599	TRA
				43	7278.3498	6136.5794	TRA
				44	7181.1624	6110.2146	TRA
				45	7145.1345	6100.4411	TRA
				46	7144.2080	6100.1898	TRA
				47	6948.7306	6055.7285	TRA

JOB #10 615 I STREET ALL [1066]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----				11:49:28	-----D:...\BMHOME10		
				48	6205.6771	5898.8451	TRA
				49	7660.6393	6266.7666	TRA
				50	7660.0893	6266.6168	TRA
			plan	51	7600.1041	6246.1832	
			plan	52	7552.7747	6230.0607	
			plan	53	7505.4454	6213.9383	
			plan	54	7458.1161	6197.8158	
			plan	55	7410.7867	6181.6933	
			plan	56	7441.4931	6090.6206	
			plan	57	7473.4424	5995.8617	
			plan	58	7520.8174	6011.8494	
			plan	59	7488.8682	6106.6083	
			plan	60	7536.2432	6122.5960	
			plan	61	7583.6182	6138.5837	
			plan	62	7630.9933	6154.5714	
			plan	63	7632.1303	6154.9551	
			plan	64	7552.2178	6075.2165	
			plan	65	7568.1924	6027.8371	
			plan	66	7519.3215	5859.7879	
			plan	67	7651.9100	5953.4605	
			plan	68	7642.1563	6052.8028	
			plan	69	7637.1417	6103.8772	
			plan	70	7632.1270	6154.9516	
				71	7642.1638	6052.8003	TRA
				72	7632.1341	6154.8063	TRA
				73	7632.1480	6154.8110	INT
				74	7552.1988	6075.1603	
				75	7583.6316	6138.4126	
				76	7637.1560	6103.8051	TRA
				77	7490.3453	6102.2273	INT
				78	7523.7246	6012.8305	INT
				79	7565.1605	6026.8139	TRA
				80	7567.4915	6029.9111	
				81	7554.5240	6068.2803	
				82	7553.8668	6068.0393	
				83	7566.4118	6029.5152	
				84	7565.3494	6026.2444	TRA
				85	7603.8056	6039.0112	TRA
				86	7603.5536	6039.7705	INT
				87	7526.8932	6013.4777	TRA
				88	7526.7672	6013.8573	INT
				89	7565.3498	6026.2446	TRA
				90	7526.8982	6013.4638	TRA
				91	7526.7674	6013.8573	INT
			int	92	5631.5676	5445.0133	INT
			setip	93	5631.6226	5445.0246	SS
			setip	94	5633.2638	5432.4883	SS
			int	95	5631.6233	5445.0190	INT
			fndrrspk	100	7583.6283	6138.4224	
			fnddh	101	7536.2357	6122.3929	
			corbld	102	7622.5636	6158.3169	
			corbld	103	7593.7879	6148.5700	
			smh	104	7582.4799	6140.2452	
			corcld	105	7623.9945	6159.4468	
			corbld	106	7631.6011	6146.8269	
			endfnc	107	7636.6608	6163.4591	
			corfnc	108	7628.6824	6160.3346	
			efncefnc	109	7616.1455	6196.2882	

JOB #10 615 I STREET ALL [1066]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:...\BMHOME10							
			<topole	110	7430.9775	6100.9509	
			oh--124	111	7426.6946	6105.6683	
			fndrrspk	112	7630.9973	6154.4221	
			fndrrspk	113	7632.1999	6154.8303	
			fndcembn	114	7550.4007	6074.4249	
			corbld	115	7530.6817	6131.2505	
			corbld	116	7538.3839	6119.1651	
			pole	117	7537.4299	6116.8625	
			corbld	118	7551.5555	6079.2669	
			clcolm	119	7542.4016	6099.1094	
			clcolm	120	7548.3394	6081.0857	
			fndrrspk	121	7552.1494	6075.1436	
			corbld	122	7553.8751	6068.0424	
			clcolm	123	7554.2621	6063.1851	
			oh--111	124	7638.9916	6163.2067	
			corbld	125	7565.3050	6026.3700	
			corbld	126	7566.4174	6029.5173	
			corbld	127	7569.7641	6030.7443	
			corbld	128	7572.6907	6021.8580	
			corbld	129	7526.8538	6013.5812	
			corbld	130	7523.8498	6012.4528	
			botstep	131	7532.0989	6013.4978	
			cuptkref	132	7568.9836	6027.7824	
			fnddh**	133	7473.4455	5995.8875	
			corbld	134	7480.0409	5990.8664	
			fndpk	135	7441.4958	6090.6348	
			fndpk	136	7458.0498	6197.8474	
			fndpk	137	7505.4286	6213.9488	
			fndpk	138	7552.7516	6230.0589	
			fndpk	139	7600.0821	6246.1777	
			pole	140	7577.5581	6246.2425	
			hyd	141	7564.3828	6242.8065	
			edgoh	142	7550.0511	6235.8876	
			edgoh	143	7498.3703	6220.0332	
			pole	144	7461.7700	6207.3789	
			edgoh	145	7465.9531	6204.2705	
			corbld	146	7455.9685	6195.5793	
			cbld@col	147	7465.8439	6199.4753	
			fndpk	148	7488.9045	6106.6559	
			corbld	149	7485.9809	6109.8121	
			corbld	150	7493.7281	6103.3483	
			corbld	151	7496.5729	6105.0671	
			???	152	7495.0115	6117.1604	
			corbld	153	7491.9245	6124.8548	
			corbld	154	7478.5148	6131.9312	
			cprchoh	155	7481.2817	6146.5093	
			oh**	156	7479.0427	6152.5230	
			<to oh	157	7541.3321	6005.0676	
			???	158	7469.6042	6161.7411	
			corbld	159	7594.0820	6243.1792	
			corbld	160	7607.6213	6222.4700	
			corbld	161	7603.0002	6246.8806	
			corbld	162	7605.4244	6240.1284	
			corbld	163	7602.0919	6238.9442	
			< tooh	164	7627.6521	6146.3442	
			fndpk	165	7660.0893	6266.6168	
	50.00		1SETPK	201	7118.6436	6169.0344	TRA
	48.46		2FNDDH**	202	7410.7600	6181.6785	TRA

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Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:...\BMHOME10							
	48.34		3SETPK	203	7631.7493	6151.5022	TRA
	48.04		FNDDH	204	6948.6990	6055.7163	SS
	47.60		FNDPK	205	7144.2090	6100.1452	SS
	47.61		FNDPK	206	7145.1310	6100.3980	SS
	48.01		FNDDH	207	7181.1432	6110.2077	SS
	54.33		FNDPK	208	7660.1011	6266.6138	SS
	54.30		FNDRRSPK	209	7660.6479	6266.7937	SS
	54.30		FNDPK	210	7660.0966	6266.6647	SS
	54.28		FNDRRSPK	211	7660.6397	6266.7977	SS
	45.44		FNDPKNEW	212	7651.0241	5951.1472	SS
	45.71		ENDFNC	213	7635.5784	6102.4916	SS
	46.92		CORCONC*	214	7636.1215	6109.1171	SS
	48.74		FNDPK?	215	7458.0564	6198.0814	SS
	52.68		FNDPK	216	7600.0244	6246.1068	SS
	50.73		FNDPK	217	7552.7747	6230.0607	SS
	45.79		BASEUP6"	218	7552.5997	6071.7031	SS
	45.23		@ENDFNC	219	7561.0569	6040.9751	SS
			FNDDH	220	7458.1622	6197.8354	SS
			FNDNL?	221	7458.0888	6198.0797	SS
			1setpk	300	5000.0000	5000.0000	
			millen	301	7651.9311	5953.3199	TRA
			millen	302	7632.1480	6154.8110	TRA
			millen	303	7660.6617	6266.6226	TRA
			1setpk	400	5000.0000	5000.0000	
			1setpk	401	5571.9489	5390.0296	TRA
			2sethub	402	5672.2307	5438.2459	TRA
			3setpk	403	5632.6209	5798.2597	TRA
			4fnddh	404	5497.5175	5779.3888	SS
			fndip	405	5547.6626	5687.4897	SS
			fndip**	406	5573.4253	5439.0423	SS
			fnrrrspk	407	5627.6918	5394.2912	SS
			sethub**	408	5584.9168	5313.7260	SS
			hub***	409	5578.0062	5388.6138	SS
			topip	410	5578.5261	5388.6007	SS
			endfnc	411	5580.6876	5388.9858	SS
			corshed*	412	5665.3168	5398.1382	SS
			corshed*	413	5675.3109	5399.7741	SS
			corshed*	414	5675.2302	5399.6705	SS
			corbldg	415	5678.2305	5400.5460	SS
			corbldup	416	5678.1604	5400.7445	SS
			corbld	417	5672.0194	5404.2091	SS
			corbld	418	5644.9168	5401.4573	SS
			corprch*	419	5638.9498	5400.8359	SS
			corstoop	420	5631.8133	5399.1555	SS
			corstoop	421	5623.2969	5399.3955	SS
			corprch*	422	5636.8469	5421.1578	SS
			corbld	423	5614.6579	5410.7152	SS
			corwll	424	5594.2230	5405.3650	SS
			corwll	425	5575.7445	5402.8614	SS
			corwll	426	5573.0912	5426.8256	SS
			corpost	427	5571.7504	5439.4442	SS
			corbld	428	5579.3056	5425.4575	SS
			corbld	429	5581.1735	5407.6308	SS
			corbld**	430	5588.4718	5408.0821	SS
			corcrb**	431	5570.5458	5403.9304	SS
			corcrb**	432	5568.2498	5426.4057	SS
			corcrb**	433	5567.2096	5436.9054	SS
			fndip	434	5646.8295	5697.8523	TRA

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Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:...\BMHOME10							
			fndip**	435	5652.2568	5643.9793	SS
			fndip**	436	5667.1779	5498.9722	SS
			fndpkcnc	437	5667.7193	5493.8689	SS
			fndip	438	5673.9022	5445.8041	SS
			corpark	439	5633.2529	5432.6045	SS
			corpark*	440	5631.5487	5445.1526	SS
			fndipcr	441	5543.2424	5334.7980	SS
			fndipcr	442	5527.7521	5483.6190	SS
			fndip***	443	5562.5943	5538.1093	SS
			pole	444	5574.9420	5443.1407	SS
			post**	445	5574.4067	5439.0329	SS
			h20s/o	446	5572.8877	5422.0991	SS
			setspk*	447	5577.9642	5389.1409	SS
			pkchk	448	5667.7158	5493.8786	SS
			fndipcr*	449	5672.1383	5449.1766	SS
			fndipcr	450	5672.8657	5443.8104	SS
			setspk**	451	5677.4033	5399.4049	SS
			corbld	452	5676.2769	5441.0634	SS
			corbld	453	5677.5059	5406.7210	SS
			****	454	5675.7223	5410.9355	SS
			corhse	455	5675.0880	5415.2908	SS
			corstp*	456	5673.7862	5427.6383	SS
			corhse**	457	5670.0030	5424.4735	SS
			corhse	458	5655.6260	5424.9658	SS
			corhse	459	5644.8342	5423.9263	SS
			corprch*	460	5636.7989	5421.1423	SS
			corhse	461	5614.6671	5410.7199	SS
			corfnda	462	5614.5522	5410.8914	SS
			corhse**	463	5617.1085	5418.6380	SS
			corstp**	464	5620.6713	5429.5040	SS
			corhse@e	465	5612.7552	5429.0909	SS
			corhse	466	5579.3046	5425.4763	SS
			ep	467	5595.9919	5441.7142	SS
			ep	468	5581.8361	5440.3464	SS
			ep	469	5619.9928	5444.5358	SS
			ep	470	5650.8426	5447.7688	SS
			corep	471	5673.1573	5450.7329	SS
			clthln**	472	5667.6130	5445.5731	SS
			post**	473	5663.8723	5445.0870	SS
			dh4	474	5497.5236	5779.3545	SS
			fndpk	475	6207.8587	5899.4395	SS
			fndpk	476	6208.2256	5899.5472	SS
			fndrrspk	477	5735.7905	5809.9551	SS
			407	478	5646.3427	5468.0285	OS
				479	5672.9242	5443.7514	TRA
				500	5507.5013	5682.9684	TRA
				501	5512.6071	5633.2297	TRA
				502	5517.7130	5583.4911	TRA
				503	5522.8189	5533.7525	TRA
				504	5527.9248	5484.0139	TRA
				505	5533.0306	5434.2753	TRA
				506	5538.1365	5384.5367	TRA
				507	5546.0097	5307.8397	TRA
				508	5447.6208	5287.0566	TRA
				509	5398.1372	5769.0995	INT
				510	5543.2424	5334.7980	TRA
				511	5546.0097	5307.8397	TRA
				512	5552.4672	5637.9133	TRA

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Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:...\BMHOME10							
				513	5557.5731	5588.1747	TRA
				514	5562.6790	5538.4360	TRA
				515	5567.7848	5488.6974	TRA
				516	5668.1519	5497.1728	TRA
				517	5662.1508	5548.6999	TRA
				518	5657.0450	5598.4385	TRA
				519	5657.5138	5593.8607	TRA
				520	5662.6503	5543.8236	TRA
				521	5349.2319	5266.2735	TRA
				522	5298.6755	5758.7675	INT
				523	5861.9786	5376.2061	TRA
				524	6057.7675	5417.0402	INT
				525	6096.0090	5425.4669	TRA
				526	6292.0557	5465.0701	INT
				527	5443.7660	5324.6088	INT
				528	5438.6601	5374.3474	TRA
				529	5433.5542	5424.0860	TRA
				530	5428.4483	5473.8247	TRA
			crprch	600	5528.4404	5425.2106	SS
			crdck	601	5533.8738	5425.7505	SS
			crdck	602	5488.8008	5426.9082	SS
			cbldg	603	5527.0664	5442.9326	SS
			cbldg	604	5507.8469	5435.9362	SS
			cbldg	605	5499.1815	5434.9795	SS
			corsdwk	606	5540.0565	5426.1118	SS
			setpk	607	5470.2011	5377.4700	SS
			basefcpt	608	5438.2993	5374.4030	SS
			setpk	609	5538.1715	5384.5433	SS
			cordk**	610	5536.9172	5393.5686	SS
			cordck	611	5536.1918	5401.6568	SS
			cordck	612	5534.6391	5417.8161	SS
			corstone	613	5532.9889	5413.7829	SS
			corstone	614	5533.8284	5405.1508	SS
			corswk*	615	5543.1216	5395.5442	SS
			corstone	616	5531.5707	5393.2955	SS
			cortrim	617	5524.0600	5392.2431	SS
			cortrim	618	5520.8825	5424.5688	SS
			cordeck	619	5492.9626	5383.4479	SS
			cordeck	620	5484.6838	5382.4917	SS
			cortrim	621	5482.8235	5387.9323	SS
			corfnd	622	5497.6829	5371.4698	SS
			corfnd	623	5533.5111	5375.0320	SS
			corroof	624	5537.4428	5377.6486	SS
			limitst	625	5533.7125	5409.4378	SS
			corwlk	626	5536.3840	5413.6246	SS
			corwlk	627	5537.1750	5406.1531	SS
			coroldc	628	5534.4186	5425.7474	SS
			coroldc	629	5537.5637	5394.5424	SS
			corbld	630	5482.7689	5387.9125	SS
			corbld	631	5476.5482	5392.8086	SS
			corbld	632	5475.8124	5400.2593	SS
			cordeck	633	5475.1922	5403.3633	SS
			corstps	634	5474.5872	5410.9338	SS
			corstoop	635	5476.4476	5420.4383	SS
			corstps	636	5472.4149	5430.8641	SS
			corbldg	637	5462.5876	5429.7687	SS
			corbldg	638	5460.1305	5403.2101	SS
			corbldg	639	5438.0041	5400.8153	SS

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Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:... \BMHOME10							
			corbldg	640	5478.0834	5438.1098	SS
			fndipin*	641	5444.3770	5324.2328	SS
			fndip	642	5339.5834	5364.5010	SS
			endprk	643	5454.2101	5390.0238	SS
			endprk	644	5454.8906	5380.6636	SS
			endprk	645	5459.3627	5371.7825	SS
			endprk*	646	5455.3520	5342.5240	SS
			endprk	647	5464.3088	5343.7205	SS
			endprk	648	5472.3739	5353.4179	SS
			endprk*	649	5481.4583	5354.2332	SS
			pkchk	650	5538.1445	5384.5372	SS
				900	5573.4282	5439.0143	INT
				901	5672.1360	5449.1993	INT
				902	5611.3278	5442.9249	INT
				903	5593.8949	5408.6274	INT
				904	5672.5592	5398.9775	INT
				905	5676.9316	5404.7134	INT
				906	5645.4612	5396.1814	INT
				907	5590.2872	5390.4884	INT
				908	5611.3278	5442.9249	INT
				909	5572.9521	5438.9651	INT
				910	5627.6860	5394.3473	INT
				911	5677.4619	5399.4859	TRA
			SCRIBE	1001	5575.3412	5393.8345	
			IPF	1002	5568.4005	5488.6908	
			IPF	1003	5578.0925	5388.5738	TRA
			IPF	1004	5572.9636	5438.8543	SS
			IPF	1005	5562.9370	5538.4870	SS
			IPF	1006	5672.3384	5449.2205	SS
			BLDGCOR1	1007	5670.0090	5424.4744	SS
			BLDGCOR2	1008	5643.0177	5421.9204	SS
			BLDGCOR3	1009	5644.9404	5401.4997	SS
			BLDGCOR4	1010	5612.7579	5429.1843	SS
			BLDGCOR5	1011	5586.5453	5426.4622	SS
			BLDGCOR6	1012	5588.4718	5408.0821	SS
			UP#130	1013	5574.9985	5443.3180	SS
			BLDGCOR7	1014	5614.6679	5410.7239	SS
			BLDGCOR8	1015	5672.0606	5404.2636	SS
			SHEDCOR9	1016	5675.1320	5399.6494	SS
			SHEDCR10	1017	5665.4113	5398.0780	SS
			STKFBEG	1018	5667.9575	5399.1728	SS
			STKEWD	1019	5628.3411	5393.9760	SS
			CLFBEG	1020	5627.4412	5393.8094	SS
			CLFEND	1021	5580.7974	5389.2913	SS
			DW***	1022	5577.4347	5389.7272	SS
			DW***	1023	5576.1779	5403.5385	SS
			DW***	1024	5593.5107	5405.4407	SS
			DW*****	1025	5620.8057	5411.6762	SS
			DW*****	1026	5621.4117	5394.7717	SS
			INTSW***	1027	5574.4947	5418.1397	SS
			INTSW***	1028	5573.8022	5424.0253	SS
			BKSWPOL	1029	5572.1219	5440.5537	SS
			COR****	1030	5576.9326	5424.2729	SS
			COR****	1031	5577.5721	5418.5741	SS
			GASMETR	1032	5590.1342	5407.6924	SS
			GASMETR?	1033	5647.1965	5401.3765	SS
			BLDCOR11	1034	5678.3198	5400.5919	SS
			DW****	1035	5573.5526	5427.7281	SS

JOB #10 615 I STREET ALL [1066]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
-----01-18-2025-----11:49:28-----D:...\BMHOME10							
			DW****	1036	5611.1547	5431.2072	SS
			DW****	1037	5610.2389	5439.8511	SS
			DW****	1038	5572.5959	5436.6597	SS
			H2OGATE	1039	5571.1200	5421.8361	SS
			LOTCOR	1040	5672.4558	5448.9194	TRA
			LOTCOR	1041	5677.4623	5399.1707	TRA
			LOTCOR	1042	5577.9701	5389.1056	TRA
				1043	5572.9636	5438.8543	INT
				1044	5611.3864	5442.7413	INT

Point#, Start#-End# or G#= 4-

Stockton Services
PO Box 1306, Hampton, NH 03843-1306
603 929-7404

Lawrence Forsley (for Kevin & Leota Sarrette)
John Gillen (for Tomaso & Maria Palermo)

April 25, 2011

22-22 1/2 I Street Condominium
Surveyor's Report: Findings and Recommendations

The condominium property was resurveyed by Stockton Services. This was necessary because some of the monuments shown on the Site Plan had been disturbed by the sewer project construction and also because some of the monuments used in the previous survey were not original controlling monuments. Additional controlling monuments were found and located to verify the property lines, and the boundary was determined to be slightly different than that shown on the Condominium site plan, by approximately 1 inch at the front of the lot and approximately 4 inches at the rear. These differences do not affect the conclusions of the Arbitrator or the instructions of the Arbitration decision. I found two iron pipes on the easterly property line within inches of the front and rear corners and have set new iron pipes at the southwest and northwest corners of the property. An additional controlling record monument (railroad spike) was found at the midpoint between the two set iron pipes. These are shown on the attached plan.

In accordance with the decision, I was instructed by the attorneys "to determine if the new wall encroaches into the area reserved for Unit #2 parking as shown on the existing Site Plan". Thanks to the cooperation of Merrimack Engineering in sharing their field and coordinate data, I was able to reproduce with certainty the actual location points used to define the parking areas on the Site Plan. Based on these locations and the location of the existing wall, I have prepared the attached plan illustrating the extent of the wall encroachment into the parking area. I believe it is worth noting that the amount of encroachment of the wall at the front lot line is commensurate with the distance from the iron pipe shown on the Site Plan to the front (southwest) lot corner. Also please note that the wall encroaches into the right of way of I Street.

The attached plan also shows the parking area defined on the Site Plan along with the limit of the more recent gravel parking area discussed in the Arbitration Decision. The Site Plan parking area is approximately 37 feet long and the existing gravel parking area is approximately 59 feet long. The Town of Hampton specifies 18' as minimum length of a parking space; other towns require 20' as a standard. My Subaru Outback is 16 feet long; my husband's Nissan pickup truck

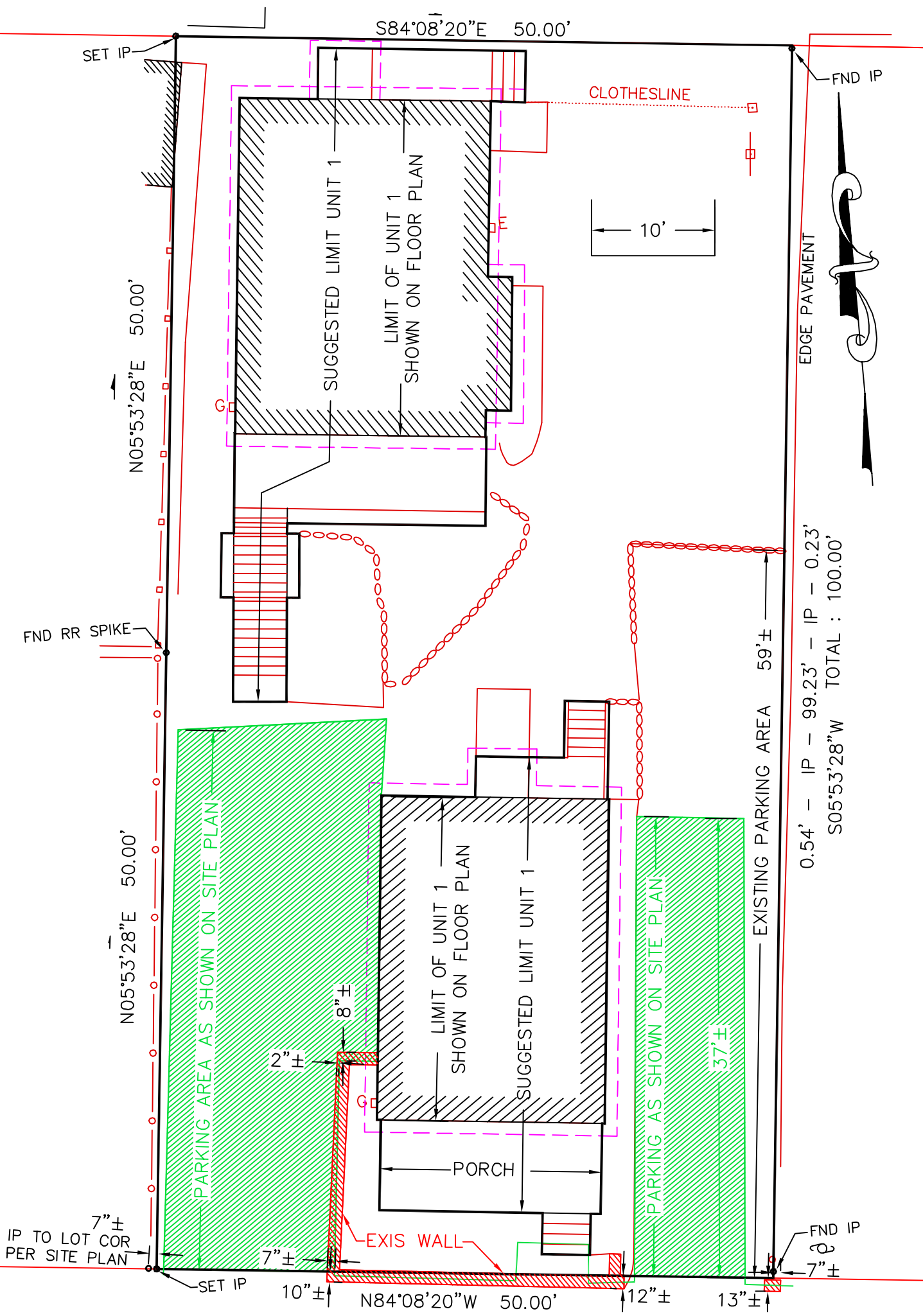
is 19 feet long. In my opinion the area outlined on the Site Plan is not adequate to allow for the 3 cars specified in the Decision. Since three trucks at 19' each plus 2' between vehicles would require 61 feet total, and since the Decision states that Mr. Palermo feels the existing area is adequate, it appears that confirming the existing parking area for the use of Unit #1 will reflect the intent of the Decision. I have not yet installed monuments at the limits of Unit #1 parking.

The Arbitration Decision also calls for the preparation of a "modified Site Plan depicting the new parking area for recordation at the Registry of Deeds". I feel compelled to recommend additional revisions to the Site Plan. First, the Units as depicted on the floor plans do not extend to the limits of the respective structures with the result that the porches and stairways are technically part of the common area. In my opinion this does not make sense and invites problems. The revision of the Unit boundaries is critical in my opinion, and would require amended floor plans as well as a revised site plan. Secondly, I believe that the designation of limited common areas could provide both owners with enhanced privacy and a better sense of "ownership" of the areas immediately adjacent to their units. This would require some discussion and agreement between the parties but I would ask both the Sarrettes and the Palermos to at least consider the concept seriously enough to look at some options for reconfiguring the existing common area.

Based on the amount of work performed to arrive at this point, I am ready to accept the payments made by both parties and am grateful for their trust. There is additional work to be done but it will be difficult to estimate how much until I receive a response to this report. I am ready as always to meet with your clients if you think it will help us move forward.

Thank you,

Anne W. Bialobrzewski
Stockton Services



S84°08'20"E 50.00'

N05°53'28"E 50.00'

N05°53'28"E 50.00'

7"±
IP TO LOT COR
PER SITE PLAN

PARKING AREA AS SHOWN ON SITE PLAN

SUGGESTED LIMIT UNIT 1
LIMIT OF UNIT 1
SHOWN ON FLOOR PLAN

LIMIT OF UNIT 1
SHOWN ON FLOOR PLAN

PORCH

PARKING AS SHOWN ON SITE PLAN

CLOTHESLINE

EDGE PAVEMENT

0.54' - IP - 99.23' - IP - 0.23'
S05°53'28"W TOTAL : 100.00'

EXISTING PARKING AREA 59'±

2"±
8"±

N84°08'20"W 50.00'

37'±

7"±
FND IP



Stockton Services
PO Box 1306, Hampton, NH 03843-1306
603 929-7404

Kevin & Leota Sarrette
450 Crystal Street
Haverhill, MA 01832

Tomaso & Maria Palermo
65 Anthony Circle
Newtonville, MA 02460

June 17, 2011

Dear Mr. & Mrs. Sarrette and Mr. & Mrs. Palermo:

It is my understanding that:

1. my report of findings has been shared with both of you by your attorneys;
2. attorney Gillen is no longer representing the Palermos;
3. the Sarrettes are notifying the Palermos of their obligation to remove the wall as specified in the arbitration decision; and
4. the Sarrettes have acquiesced to the extension of the Palermos' parking area as described in the decision and field located by me on March 15, 2011.

If either of you have questions or comments about the work I have done on your behalf, or about the suggestions I have made regarding possible changes to the condominium, please feel free to contact me at your convenience. I can be reached at 603 929-7404 (office) or 603 765-8918 (cell). I would be happy to meet with either party at the site at an agreeable time.

Completion of the remaining instructions from the arbitrator's decision will require additional work on my part, specifically the placement of iron pipes at the northerly terminus of the parking area for Unit 1 and the preparation of a modified site plan to reflect the change in the parking area. Based on funds received and on work to date, some of which was not included in the original estimate, I believe that an additional \$1200 total will enable me to complete the surveyor's work as specified in the decision. This would not include new floor plans or any other changes to the site plan. Revisions to the Declarations, By-laws, and Rules as well as recording of the site plan would be handled separately by the attorney(s).

I thank the parties for authorizing my efforts to facilitate resolution of this dispute, and I remain hopeful that I will hear from someone in the near future as to how we might move forward.

Best wishes,

Anne W. Bialobrzewski
NHLLS #752
Stockton Services

Cc: Lawrence Forsley, John Gillen

Tocky B.

From: "Tocky B." <stockton@ttlc.net>
To: "Lawrence Forsley" <lforsley@comcast.net>
Cc: "Leota" <lsarrette@aol.com>; "John Gillen" <john@johngillenlaw.com>
Sent: Monday, July 02, 2012 6:26 PM
Subject: Re: I Street

Thank you for your reply. I now have documentation that I was instructed not to record the plan.
 Tocky

----- Original Message -----

From: [Lawrence Forsley](#)
To: [Tocky B.](#)
Cc: [Leota](#) ; [John Gillen](#)
Sent: Monday, July 02, 2012 6:17 PM
Subject: Re: I Street

Tocky You do not have our permission. You are not responsible for executing any order. Larry

Sent from my iPhone

On Jul 2, 2012, at 5:33 PM, "Tocky B." <stockton@ttlc.net> wrote:

I have sent this email to all concerned for whom I have an email address.
 It has been a year since my hard work for the Sarettes and the Palermos has been tossed in the trash.
 I am also in the position of having assumed the responsibility to execute the arbitration order and having failed to complete that task.
 I would like to record the plan that I prepared. If no one wants to pay for that, then I will pay for it.
 I would ask for your agreement or permission or whatever I should ask for before doing so.
 I think it would be appropriate for John Gillen to notify his former client to see if he has any objection to this.
 Please advise.
 Thank you,
 Tocky

Anne W. Bialobrzewski
 NHLLS #752
 NHDES Septic Designer #348
 Stockton Services
 PO Box 1306
 Hampton, NH 03843-1306
 603 929-7404
 cell 603 765-8918

LEGEND

- CHAIN LINK FENCE
- PLASTIC FENCE
- FND IP
- FOUND IRON PIPE
- SET 3/4" IRON PIPE
- RR SPK
- PK
- PL
- RAILROAD SPIKE
- PARKER-KALON MASONRY NAIL
- PROPERTY LINE
- EXISTING UTILITY POLE
- EDGE OF PAVEMENT
- ROCKINGHAM COUNTY
- REGISTRY OF DEEDS

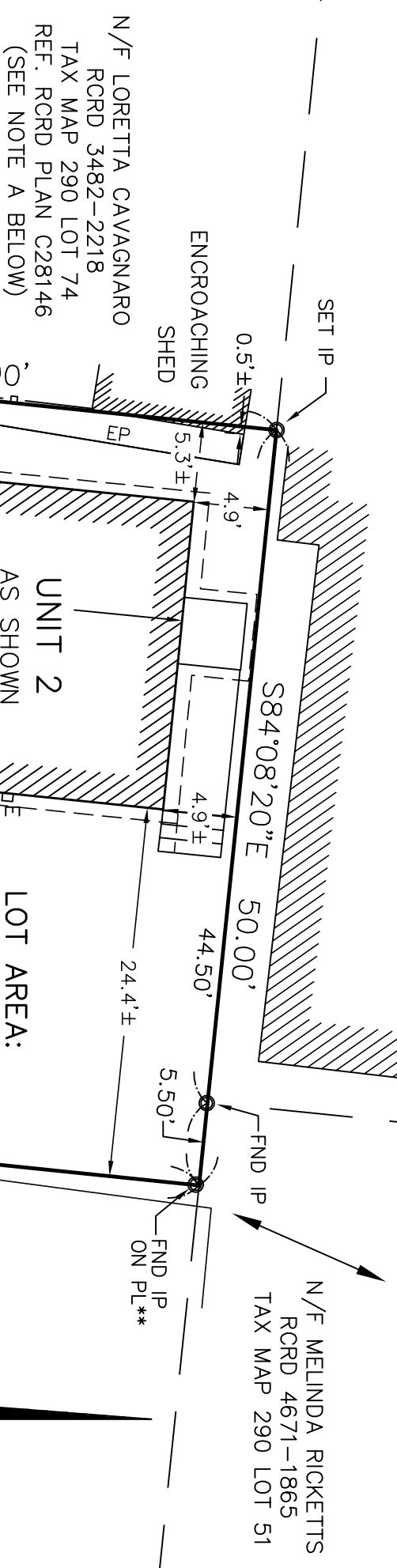
N/F SOMUKH LLC (C/O TIDES MOTEL)
HAMPTON LEASED PROPERTY
RCRD 4698-2719
TAX MAP 290 LOT 50
REFERENCE RCRD PLAN C28146

TIES FROM NORTHEAST LOT CORNER TO FOUND MONUMENTS FROM CONTROLLING PLAN			
S 84-03-45 E	44.89'	FND PK (DISTURBED)	
S 84-03-02 E	50.02'	FND IP	
S 84-08-12 E	249.94'	FND IP	
S 41-32-49 W	172.53'	FND IP	
S 62-05-45 E	373.60'	FND DRILL HOLE	
N 80-01-39 E	366.27'	FND RR SPK	
N 40-13-19 E	699.61'	FND PK	
N 40-02-34 E	699.96'	FND PK	

22-22 1/2 I STREET CONDOMINIUM
OWNERS OF RECORD

UNIT 1: TOMAS AND MARIA PALERMO
65 ANTHONY CIRCLE, NEWTONVILLE, MA 02460
RCRD 4526-2213
TAX MAP 290 LOT 76-1

UNIT 2: KEVOTA REALTY LLC
C/O KEVIN SARRETTE
450 CRYSTAL ST, HAVERHILL, MA 01832
RCRD 4544-2789
TAX MAP 290 LOT 76-2



NOTE A: SUSPECTED LACK OF AGREEMENT WITH RCRD PLAN C28146 CANNOT BE CONFIRMED DUE TO INSUFFICIENT MONUMENTATION-DEED FOR THIS LOT MAY NOT CONFORM WITH ADJACENT CONVEYANCES BY TOWN OF HAMPTON.

N/F ONE-0-ONE OCEAN BLVD LLC
RCRD 4651-1943
TAX MAP 290 LOT 75

N/F MAX E LLC
RCRD 3442-2126
TAX MAP 290 LOT 77
REF. RCRD PLAN C21941



NOTE 1: THE SOLE PURPOSE OF THIS PLAN IS TO COMPLY WITH INSTRUCTIONS FOUND IN THE DECISION OF THE ARBITRATOR IN THE MATTER OF THE ARBITRATION BETWEEN LEOTA & KEVIN SARRETTE, INDIVIDUALLY AND AS DIRECTORS OF THE 22-22 1/2 I STREET CONDOMINIUM ASSOCIATION and TOMASO & MARIA PALERMO DATED NOVEMBER 25, 2009, THOMAS R. WATSON, ARBITRATOR. RELEVANT ITEMS SHOWN ON THIS PLAN BASED ON 2011 SURVEY WORK BY STOCKTON SERVICES INCLUDE AND ARE STRICTLY LIMITED TO:

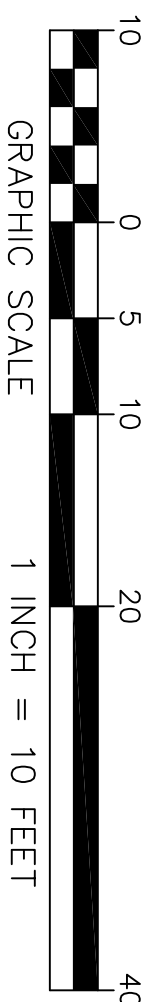
- A. CORRECTING EXISTING BOUNDARY LINES TO CONFORM WITH RCRD PLAN D12567;
 - B. LOCATING EXISTING UNITS WITH RESPECT TO REVISED BOUNDARY LINES;
 - C. VERIFYING EXISTING BUILDING FOOTPRINTS AND BUILDING ENVELOPES;
 - D. LOCATING WALL ENCROACHMENTS AND EXTENDED PARKING AREA DESCRIBED IN THE ARBITRATION DECISION;
 - E. PLACING MONUMENTS AT THE NORTHERLY TERMINUS OF THE GRAVEL PARKING AREA AND DEPICTING THE NEW PARKING LIMITS ON THE PLAN.
- THIS IS NOT INTENDED TO BE A COMPLETE CONDOMINIUM SITE PLAN. FOR FLOOR PLANS AND ALL OTHER SITE PLAN COMPONENTS RELEVANT TO THIS CONDOMINIUM, REFERENCE RCRD PLAN D32860.
- NOTE 2: REFERENCE CONDOMINIUM DECLARATIONS, BY-LAWS, AND RULES RCRD 4526-2170, RCRD 4526-2187, RCRD 4526-2209.
- ALL LOT AREA EXCLUSIVE OF DESIGNATED UNITS IS COMMON AREA.

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

ANNE W. BIALOBRZESKI LLS #752 DATE

MODIFIED SITE PLAN
22-22 1/2 I STREET CONDOMINIUM
IN
HAMPTON, NH

PURSUANT TO DECISION OF ARBITRATOR
(SEE NOTE 1)
SCALE: 1"=10' JUNE 22, 2011
STANDARD URBAN PROPERTY SURVEY
TAX MAP 290 LOT 76
PREPARED BY STOCKTON SERVICES
PO BOX 1306 HAMPTON, NH 03843-1306
(603) 929-7404



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No Image

MBLU : 290/ 50/ / /
Location: 95 ASHWORTH AVE
Owner Name: SOMUKH LLC (C/O TIDES MOTEL)
Account Number: 0290 0050 0000

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	0	0
Xtra Bldg Features	0	0
Outbuildings	0	0
Land	458,200	458,200
Total:	458,200	458,200

Owner of Record

SOMUKH LLC (C/O TIDES MOTEL)
HAMPTON LEASED PROPERTY
95 ASHWORTH AVE
HAMPTON, NH 03842

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
SOMUKH LLC (C/O TIDES MOTEL)	4698/2719	8/24/2006	0
OZ HAMPTON, LLC	3283/2463	4/14/1998	0
OZ HAMPTON, LLC/I J OZBERAK	LEASED	4/1/1997	0
HAMPTON, TOWN OF	2668/0265	5/9/1987	0
TOWN OF HAMPTON LEASE	4784/1632	4/4/2007	0

Land Use

Land Use Code	Land Use Description
301V	MOTELS MDL-00

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.33 AC	BS	458,200	458,200

Construction Detail

Building # 1
STYLE Vacant Land

Building Valuation

Living Area: 0 square feet **Year Built:** **Depreciation:** 100%
Building Value: 0

Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		


Outbuildings

Code	Description	Units	Appraised Value
	No Outbuildings		

Building Sketch

Vacant Land, No Sketch

11 H ST

Building 1 of 3 [Next Building >>](#) Click to Enlarge

MBLU : 290/ 51/ / 1/ /

Location: 11 H ST

Owner Name: RICKETTS, MELINDA

Alternate ID: 0290 0051 0001




Parcel Value

Item	Appraised Value	Assessed Value
Buildings	219,200	219,200
Extra Building Features	0	0
Outbuildings	0	0
Land	244,100	244,100
Total:	463,300	463,300



Owner of Record

RICKETTS, MELINDA
PO BOX 133
HAMPTON FALLS, NH 03844



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
RICKETTS, MELINDA	4671/1865	6/22/2006	515,000
DUROST, ALTON L & KATHLEEN	1864/0427	6/19/1967	20,000
PRCHSD LAND FROM TOWN	2562/0145	9/9/1985	25,650

Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
1110	APT 4-7 MDL-01



Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.15 AC	BS	244,100	244,100



Construction Detail

Item	Value
STYLE	Conventional
Stories:	2 Stories
Occupancy	1

Exterior Wall 1	Vinyl Siding
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	K PINE/A WD
Interior Flr 1	Carpet
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	01
Total Bthrms:	1
Total Half Baths:	0
Total Rooms:	2



Building Valuation

Item	Value
Living Area	640 square feet
Year Built	1940
Depreciation	25%
Replacement Cost Less Depreciation	55,700



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units	Appraised Value
No Outbuildings			

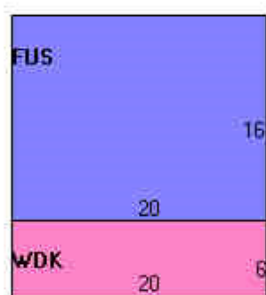


Extra Features [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units	Appraised Value
No Extra Building Features			



Building Sketch [\(click here for a list of codes and descriptions\)](#)



Subarea Summary [\(click here for a list of codes and descriptions\)](#)

Code	Description	Gross Area	Living Area
BAS	First Floor	320	320
FUS	Upper Story, Finished	320	320

WDK	Deck, Wood	240	0
		<hr/>	<hr/>
	Total	880	640

Building 1 of 3 [Next Building >>](#)

Online Database for Hampton, NH Powered by [Vision Appraisal Technology](#)

No Image

MBLU : 290/ 74/ / 1/ /
Location: 99 ASHWORTH AVE
Owner Name: CAVAGNARO, LORETTA
Account Number: 0290 0074 0001

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	240,800	240,800
Xtra Bldg Features	0	0
Outbuildings	1,500	1,500
Land	192,800	192,800
Total:	435,100	435,100

Owner of Record

CAVAGNARO, LORETTA
120 HIGH ST
READING, MA 01867

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
CAVAGNARO, LORETTA	3482/2218	6/21/2000	145,000
BIRD, WILLIAM F	3482/2214	6/21/2000	50,000
BIRD, WILLIAM F	3418/1745	8/26/1999	59,100
SANTULLO, ANTHONY & FINN, JEAN	3094/1422	3/12/1995	72,000
SANTULLO, ANTHONY	2952/0811	11/2/1992	80,000

Land Use

Land Use Code	Land Use Description
1040	TWO FAMILY MDL-01

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.07 AC	BS	192,800	192,800

Construction Detail**Building # 1**

STYLE Family Conver.	Stories: 2 Stories	Occupancy 1
Exterior Wall 1 Vinyl Siding	Roof Structure: Gable/Hip	Roof Cover Asph/F GlS/Cmp
Interior Wall 1 Drywall/Sheet	Interior Flr 1 Carpet	Heat Fuel Gas
Heat Type: Forced Air-Duc	AC Type: Central	Total Bedrooms: 06
Total Bthrms: 3	Total Half Baths: 1	Total Rooms: 10

Building Valuation

Living Area: 2,905 square feet	Year Built: 1974	Depreciation: 10%
Building Value: 240,800		

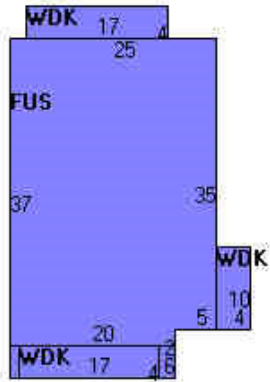
Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		

Outbuildings

Code	Description	Units	Appraised Value
SHD1	SHED FRAME	120 S.F.	1500

Building Sketch



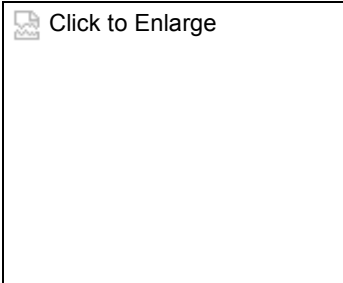
Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	995	995
FUS	Upper Story, Finished	1910	1910
WDK	Deck, Wood	176	0

Assessors Online Database For Hampton, NH

[New Search](#)[Print](#)[Google Map](#)[Log Out](#)

28 I ST



MBLU : 290/ 75/ / 1/ /

Location: 28 I ST

Owner Name: ONE-O-ONE OCEAN BLVD LLC

Alternate ID: 0290 0075 0001

SEARCH FOR SIMILAR
SALE PROPERTIES



Parcel Value

Item	Appraised Value	Assessed Value
Buildings	0	0
Extra Building Features	0	0
Outbuildings	1,000	1,000
Land	196,200	196,200
Total:	197,200	197,200



Owner of Record

ONE-O-ONE OCEAN BLVD LLC
18 LAMY DR #10
GOFFSTOWN, NH 03045



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
ONE-O-ONE OCEAN BLVD LLC	4651/1943	5/5/2006	1,850,000
WESTPORT INVESTMENT TRUST	4481/2187	5/17/2005	1,675,000
BOWDEN, PAUL C & JUDY T	3285/2699	4/21/1998	897,000
SURPRENANT, P&C AS T/C	2920/1155	4/17/1992	42
UTILITY EASEMENT	2887/2355	8/1/1991	0



Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
337V	PARKINGLOT MDL-00

No Image

MBLU : 290/ 76/ / 1/ /
Location: 22 I ST
Owner Name: PALERMO, TOMASSO AND MARIA
Account Number: 0290 0076 0001

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	82,000	82,000
Xtra Bldg Features	0	0
Outbuildings	188,000	188,000
Land	0	0
Total:	270,000	270,000

Owner of Record

PALERMO, TOMASSO AND MARIA
65 ANTHONY CIRCLE
NEWTONVILLE, MA 02460

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
PALERMO, TOMASSO AND MARIA	4526/2213	8/5/2005	275,000
SWEENETTE REALTY LLC	4526/2166	8/5/2005	40
SARRETTE, KEVIN/LEOTA P	4083/0687	7/10/2003	237,333
SWEENETTE REALTY LLC	3472/2356	5/18/2000	40
SWEENEY, S.& J/SARRETTE, K & L	3462/2606	3/28/2000	136,300

Land Use

Land Use Code	Land Use Description
102B	CONDO NL MDL-01

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.11 AC	BS	0	0

Construction Detail**Building # 1**

STYLE Conventional	Stories: 2 Stories	Occupancy 1
Exterior Wall 1 Wood Shingle	Roof Structure: Gable/Hip	Roof Cover Asph/F Gls/Cmp
Interior Wall 1 K PINE/A WD	Interior Flr 1 Pine/Soft Wood	Heat Fuel Gas
Heat Type: Hot Water	AC Type: None	Total Bedrooms: 04
Total Bthrms: 1	Total Half Baths: 0	Total Rooms: 7

Building Valuation

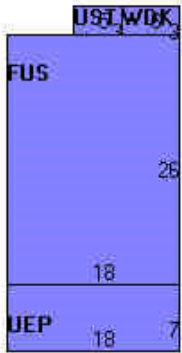
Living Area: 936 square feet	Year Built: 1900	Depreciation: 15%
Building Value: 82,000		

Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		

Outbuildings

Code	Description	Units	Appraised Value
CAP	CONDO AMM PKG	188000 UNITS	188000

Building Sketch**Subarea Summary**

Code	Description	Gross Area	Living Area
BAS	First Floor	468	468
FUS	Upper Story, Finished	468	468
UEP	Porch, Enclosed, Unfinished	126	0
UST	Utility, Storage, Unfinished	15	0
WDK	Deck, Wood	130	0

No Image

MBLU : 290/ 76/ / 2/ /
Location: 22 1/2 I ST #2
Owner Name: KEVOTA REALTY LLC
Account Number: 29000760002

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	88,600	88,600
Xtra Bldg Features	0	0
Outbuildings	188,400	188,400
Land	0	0
Total:	277,000	277,000

Owner of Record

KEVOTA REALTY LLC
% SARRETTE, KEVIN
450 CRYSTAL ST
HAVERHILL, MA 01832

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
KEVOTA REALTY LLC	4544/2789	9/7/2005	0
SWEENETTE REALTY LLC	4526/2166	8/5/2005	40

Land Use

Land Use Code	Land Use Description
102B	CONDO NL MDL-01

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.11 AC	BS	0	0

Construction Detail

Building # 1		
STYLE Conventional	Stories: 2 Stories	Occupancy 1
Exterior Wall 1 Wood Shingle	Roof Structure: Gable/Hip	Roof Cover Asph/F Gls/Cmp
Interior Wall 1 K PINE/A WD	Interior Flr 1 Pine/Soft Wood	Heat Fuel Gas
Heat Type: Hot Water	AC Type: None	Total Bedrooms: 05
Total Bthrms: 1	Total Half Baths: 2	Total Rooms: 7

Building Valuation

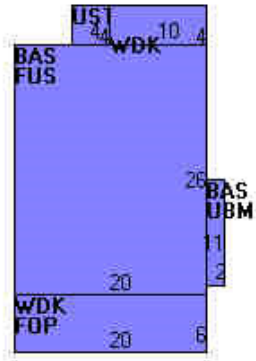
Living Area: 1,062 square feet	Year Built: 1900	Depreciation: 15%
Building Value: 88,600		

Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		

Outbuildings

Code	Description	Units	Appraised Value
CAP	CONDO AMM PKG	188400 UNITS	188400

Building Sketch**Subarea Summary**

Code	Description	Gross Area	Living Area
BAS	First Floor	542	542
FOP	Porch, Open, Finished	120	0
FUS	Upper Story, Finished	520	520
UBM	Basement, Unfinished	22	0
UST	Utility, Storage, Unfinished	16	0
WDK	Deck, Wood	160	0

No Image

MBLU : 290/ 77/ / /
Location: 18 I ST
Owner Name: MAX E LLC
Account Number: 0290 0077 0000

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	0	0
Xtra Bldg Features	0	0
Outbuildings	0	0
Land	228,600	228,600
Total:	228,600	228,600

Owner of Record

MAX E LLC
21 LONGWOOD DR
HAMPTON, NH 03842

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
MAX E LLC	3442/2126	12/10/1999	0
T THREE REALTY TRUST	2900/2180	12/4/1991	18,000
I STREET ASSOCIATES	2803/0155	8/3/1989	560,000
UNITED SAVINGS BANK	2787/2364	4/10/1989	574,000
DIONNE, PAUL R	2615/0157	7/9/1986	0

Land Use

Land Use Code	Land Use Description
337V	PARKINGLOT MDL-00

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.11 AC	BS	228,600	228,600

Construction Detail

Building # 1
STYLE Vacant Land

Building Valuation

Living Area: 0 square feet
Building Value: 0
Year Built:
Depreciation: 100%

Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		

Outbuildings

Code	Description	Units	Appraised Value
	No Outbuildings		

Building Sketch

Vacant Land, No Sketch

Stockton Services
PO Box 1306 Hampton, NH 03843-1306
(603) 929-7404

March 11, 2011

To property owners in the vicinity of land owned by:

Tomasso and Maria Palermo, 22 I Street, Hampton, NH
Kevota Realty LLC, 22 ½ I Street, Hampton, NH

Stockton Services has been engaged by the above property owners to perform a boundary survey of the 22-22 ½ I Street Condominium property in Hampton. In order to correctly determine the location of the clients' boundary lines, it will be necessary to find and locate monuments on surrounding and nearby properties. Individuals and/or survey crew personnel will be working in your area on one or more days in the coming weeks. Found monuments and survey control points will be flagged for easy recovery and location. Please do not assume that any flagged point is a boundary marker until our work is completed and the boundary plan is finalized.

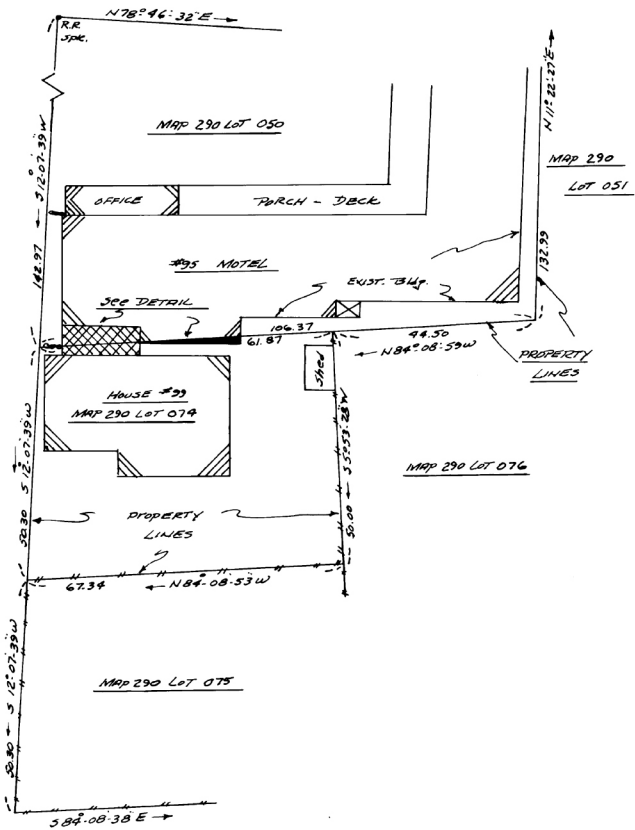
The controlling monumentation dates from the 1980's, and many survey markers along the streets have since been destroyed by sidewalk construction. Other monuments may be buried. We will try not to disturb you in the course of our work and will recover markers with care to avoid damage to lawns and/or landscaping. We apologize in advance for any inconvenience we may inadvertently cause. I will appreciate any information that you can share regarding lost or hidden monuments and am happy to respond to any questions or concerns which you might have. I can be reached via my office phone (603 929-7404) or by e-mail at stockton@ttlc.net .

Thank you for your patience and cooperation.
Sincerely,

Anne W. Bialobrzewski
NHLLS #752

H STREET

ASHWORTH AVENUE



Know all Men by these Presents.

THAT I, Wilfred L. Sanders Jr., of Hampton, Rockingham County, State of New Hampshire, as Conservator of Ann L. Burton of Hampton.

By Virtue of a License from the Court of Probate for said County of Rockingham
Derry in said County, on the 6th day of June, 1967 holden at
authorizing him to sell at public auction, private sale

And in consideration of the sum of -----TWENTY THOUSAND DOLLARS-----

to me in hand before the delivery hereof, paid by Alton L. Durost and Kathleen Durost, as joint tenants with right of survivorship and not as tenants in common, both of Wilmington, County of Middlesex, Commonwealth of Massachusetts,

the receipt whereof I do hereby acknowledge, have granted, bargained, and sold, and by these Presents do hereby, in my said capacity, grant, bargain, sell, convey, and confirm unto the said Alton L. and Kathleen Durost heirs and assigns forever, all the right, title, and interest of

A certain Leasehold interest in and unto a certain lot of land situated at Hampton, in the County of Rockingham, and State of New Hampshire, on the Southerly side of H Street, so-called, the same being Lot 17, Block I, according to a certain plan of land of Hampton Beach Improvement Company, Inc. made by William T. Ross, C. E. in 1898 recorded with Rockingham County Registry of Deeds Book 625, Page 1, said Lease being given by said Hampton Beach Improvement Company, Inc. to said Ann L. Burton, dated November 10, 1965 and recorded in said Registry Book 1798, Page 337, for a term of 10 years from April 1, 1965, together with all the buildings thereon, being two cottage houses known as The Pigny and The Sea Biscuit, and including all furniture, furnishings and fixtures located in said cottage houses.

TO HAVE AND TO HOLD the same, with all the privileges and appurtenances thereto belonging, to the said Alton L. Durost and Kathleen Durost heirs and assigns forever.

And I do hereby, in my said capacity, covenant with the said Alton L. and Kathleen Durost heirs and assigns, that I am duly authorized to make sale of the premises; that in all my proceedings, in the sale thereof I have complied with the requirements of the statute in such case provided, and that I will warrant and defend the same of the said grantee

the said Alton L. and Kathleen Durost heirs and assigns, against the lawful claims of all persons claiming by, from, or under me in the capacity aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this
16th day of June in the year of our Lord 1967.

Signed, sealed, and delivered in presence of

David D. McNeill

Wilfred L. Sanders Jr.

State of New Hampshire.

Personally appeared

by him subscribed, to be

Rockingham
Wilfred L. Sanders Jr.

SS.

June 16

A. D. 1967

acknowledged the foregoing instrument.

voluntary act and deed. - Before me:

David D. McNeill

Notary Public



QUITCLAIM DEED

0K2562 P0145

KNOW ALL PERSONS BY THESE PRESENTS that, The Town of Hampton, a municipal corporation organized under the laws of the State of New Hampshire and located in Rockingham County, for consideration paid, grants to Alton L. Durost and Kathleen Durost of 512 Shawsheen Avenue, Wilmington, Commonwealth of Massachusetts, as joint tenants with the right of survivorship and not as tenants in common with QUITCLAIM COVENANTS;

The following described parcel of land located in said Town of Hampton, and said County of Rockingham, known as Lot Number 145, Block I on Plan of Leased Lots dated June 1983 and revised March 1984 by Parker Survey Associates, Inc., to be recorded at Rockingham County Registry of Deeds, being also shown on said Town's Tax Assessor's records as Map 110, Lot Number 145 and more particularly described as follows:

Beginning at a point at the northeasterly corner of Lot 146 on the southerly side of H Street; thence proceeding S 78° 45' 50" E by and along said H Street a distance of 50.00' to a point at the corner of the conveyed premises and Lot 144 as shown on said plans; thence proceeding S 11° 20' 38" W along said Lot 144 a distance of 128.28' to a PK nail set in concrete at the corner of the conveyed premises, and said Lot 144, said point also being on the northerly sideline of Lot 150, on said plan; thence proceeding N 84° 08' 20" W along said Lot 150 and Lot 149 a distance of 50.30' to a point at the corner of the conveyed premises and Lot 146, said point also being on the northerly sideline of said Lot 149; thence proceeding N 11° 22' 27" E along said Lot 146 a distance of 132.99' to the point begun at.

These premises are conveyed subject to a lease to the Hampton Beach Improvement Company, dated April 1, 1898 and recorded in Rockingham County Registry of Deeds Book 564, Page 428, which expires April 1, 1997.

Subject, in perpetuity, to the following covenants and restrictions:

1. The Grantees agree that the premises shall be subject to the more restrictive of the terms of this deed or the applicable provisions of the Ordinances, laws, and regulations of the Town of Hampton.

SEP 6 3 52 PM '85

Rockingham County
Registry of Deeds

BA2562 P0146

2. The Grantees agree that no trade or occupation shall be conducted, or suffered to be conducted, on the conveyed premises or use made thereof which would be unlawful, improper, noisy or offensive, or contrary to any law or ordinance in force in the Town of Hampton.

3. No fences may be erected upon said premises other than ornamental fences of no more than a three-foot height.

4. All outbuildings, other than a private garage, shall be connected with and attached to the dwelling house on the lot.

5. Subject, further, to the right of the Town of Hampton to maintain easements or rights-of-way above, across and/or under the premises, and to the right of the Town of Hampton to enter upon and use a strip of land of sufficient width for the installation and maintenance of storm and sanitary sewer mains.

6. This conveyance is subject to the rights, if any, of the Exeter & Hampton Electric Company, a corporation duly established by law with its principal place of business in Exeter, in said County of Rockingham, to maintain poles, wires, crossarms, supporting fixtures and appurtenances on, over or across the subject premises as set forth in a certain agreement between said Town of Hampton and said Exeter & Hampton Electric Company dated May 10, 1946, and recorded in Hampton Town Records, and is subject to all other existing easements or easements of record.

7. The conveyed premises shall be subject to all properly assessed taxes, municipal and otherwise. The Grantees, their heirs, administrators, successors, assigns, and legal representatives shall, likewise, be obligated to pay all assessments, betterments, sewer-use fees and all other lawfully assessed fees levied upon the conveyed premises.

The Grantor further reserves the perpetual right to pass and repass over the subject parcel in order to maintain, repair, and replace all pipes, wires, posts, and other items and equipment, relating to utilities services furnished, owned or supervised by the Grantor. The Grantor shall, at all times, exercise its said rights in a reasonable manner. At its own expense, the Grantor shall return the subject premises to the same condition as they were in prior to the Grantor's exercise of its rights under this reservation.

In addition, the Town of Hampton specifically reserves from the above conveyance any public rights of way on or under any existing sidewalks, rights of way, highways, sewer lines and basins, utility easements, water lines, drainage easements and/or pipes and any other

012562 P0147

public improvements together with the right to improve, maintain and expand as reasonably required the above said betterments, easements, public rights of way consistent with the overall needs of the Town of Hampton, now and in the future.

All restrictions and reservations herein are binding on the Grantees, their heirs, administrators, successors, assigns, and legal representatives.

Grantee shall be responsible for all real estate taxes for the property conveyed herein as of and after the date of this deed.

IN WITNESS WHEREOF, the said Town of Hampton, on this 19th day of August, 1985, has caused this deed to be duly executed by its Selectmen, thereunto duly authorized by vote of said Town of Hampton dated May 11, 1982.

Witness


John R. Walker, Selectman

Witness


Ashton G. Norton, Selectman

to the Selectmen
Witness


Glyn P. Eastman, Selectman


Witness


Dona R. Janetos, Selectman

Witness


Ansell W. Palmer, Selectman

M2562 P0148

Dated: *AUGUST 19, 1985*

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared the above named John R. Walker, Ashton J. Norton, ~~Glyn P. Eastman~~, Dona R. Janetos and Ansell W. Palmer, Selectmen of the Town of Hampton, and acknowledged that they executed the same for the purposes contained therein.

Before me,

Philip G. Richards

Notary Public/Justice of the Peace

MY COMM EXPIRES
→ AUG 12, 1986

TOWN OF HAMPTON LEASE

paid
125⁰⁰
3-2-87
BK2668 P0265

1. PARTIES

THIS LEASE made by and between the Town of Hampton, a municipal corporation in the County of Rockingham, State of New Hampshire, hereinafter called the Lessor, and

Hampton's Tides Realty Trust, James J. Higgins, Trustee
95 Ashworth Avenue, Hampton, New Hampshire 03842

Hampton's Tide Realty Trust
James J. Higgins, Trustee
31 Ocean Blvd.
Hampton, New Hampshire 03842

hereinafter called the Lessee.

2. PREMISES 95 Ashworth Avenue, Hampton, N.H.
Lessor leases to Lessee land situate at the beach in Hampton, Rockingham, New Hampshire, known as Lot No. 146, Block 110 on Plan of leased lots dated June 1983 by Parker Survey recorded Rockingham Records No. 290, being also shown on Tax Assessor's records, Map 290, Lot No. 50. (Note: See paragraph No. 20 for special restrictions which may apply to the premises).

3. RENT

The ANNUAL LAND RENT shall be \$ see attachments and shall be due and payable in advance on the first day of April of each year. Interest shall accrue on rent unpaid when due at the same rate as provided for unpaid taxes after a tax sale, however, this shall in no way be construed as limiting Lessor's remedies in the event of default in payment of rent. Payment of the first year's rent is to be made upon execution of this agreement.

4. TERM

The term of this lease shall be for 14 years beginning April 1, 1997.

5. TAXES

- The Lessee shall make payment of properly assessed real and personal property taxes no later than the due date, including all interest and penalties. The failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this lease or agreement by the Lessor. It is agreed by the Lessee that taxes shall be assessed and paid on the land herein leased as if the Lessee were the owner thereof.
- If, at any time, the agreement on the part of the Lessee in paragraph No. 5-a that the Lessee shall pay real estate taxes upon said premises as if the owner thereof shall be declared illegal or invalid, then, and in that event, the amount which would have been due and payable thereunder in each year is hereby declared as rent and shall be due and payable on the first day of December in the year in which said taxes would have been paid.

6. ASSESSMENTS

The Lessee shall pay all assessments, betterments, sewer use fees, and all other lawfully assessed fees, levied upon said premises, which amount shall be part of and paid as rent on the following April 1.

7. ASSIGNMENT - SUB-LEASING PROHIBITION

The Lessee shall not assign or sub-let, including an assignment under any bankruptcy laws or for the benefit of creditors, the whole or any part of the leased premises without Lessor's prior written consent, and notwithstanding such consent, the Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

8. ZONING - RESTRICTIONS

The Lessee agrees that the premises shall be subject to the more restrictive of the terms of this lease or of the applicable provisions of the Zoning Ordinance of the Town of Hampton or other ordinances of the Town of Hampton.

9. COMPLIANCE WITH LAWS

The Lessee agrees that no trade or occupation shall be conducted, or suffered to be conducted, on the leased premises or use made thereof which would be unlawful, improper, noisy or offensive, or contrary to any law or ordinance in force in the Town of Hampton.

17087

Mar 24 12 25 PM '97

HAMPTON COUNTY
CLERK OF COURTS

B3283 P2463

TOWN OF HAMPTON LEASE

1. PARTIES

THIS LEASE made by and between the Town of Hampton, a municipal corporation in the County of Rockingham, State of New Hampshire, hereinafter called the Lessor, and

OZ HAMPTON, L.L.C.
IFRAM J. OZBERAK
95 ASHWORTH AVENUE
HAMPTON, NH 03842

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

hereinafter called the Lessee.

2. PREMISES

Lessor leases to Lessee land situate at the beach in Hampton, Rockingham, New Hampshire, known as Lot No. 146 Block 1 on Plan of LEASED LOTS, SECTION 2 dated MAY 1983 (REV. 3/84) by PARKER SURVEY, ASSOC., recorded in Rockingham Records No. D12567, being also shown on Tax Assessor's records as Map 290 Lot No. 050 said lot has a street address of 95 ASHWORTH AVE (Note: See paragraph No. 20 for special restrictions which may apply to the premises).

3. RENT

The ANNUAL LAND RENT shall be 2% of the previous years assessed value of the land and shall be due and payable in advance on the first day of April of each year. Interest shall accrue on rent unpaid when due at the same rate as provided for unpaid taxes after a tax lien, however, this shall in no way be construed as limiting Lessor's remedies in the event of default in payment of rent. Payment of the first year's rent is to be made upon execution of this agreement.

4. TERM

The term of this lease shall be for 20 years beginning April 1, 1997.

5. TAXES

a) The Lessee shall make payment of properly assessed real and personal property taxes no later than the due date, including all interest and penalties. The failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this lease or agreement by the Lessor. It is agreed by the Lessee that taxes shall be assessed and paid on the land herein leased as if the Lessee were the owner thereof.

b) If, at any time, the agreement on the part of the Lessee in paragraph No. 5-a that the Lessee shall pay real estate taxes upon said premises as if the owner thereof shall be declared illegal or invalid, then, and in that event, the amount which would have been due and payable thereunder in each year is hereby declared as rent and shall be due and payable on the first day of December in the year in which said taxes would have been paid.

6. ASSESSMENTS

The Lessee shall pay all assessments, betterments, sewer use fees, and all other lawfully assessed fees, levied upon said premises, which amount shall be part of and paid as rent on the following April 1st.

7. ASSIGNMENT - SUB-LEASING PROHIBITION

The Lessee shall not assign or sub-let, including an assignment under any bankruptcy laws or for the benefit of creditors, the whole or any part of the leased premises without the Lessor's prior written consent, and notwithstanding such consent, the Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

8. ZONING - RESTRICTIONS

The lessee agrees that the premises shall be subject to the more restrictive of the terms of this lease or of the applicable provisions of the Zoning Ordinance of the Town of Hampton or other ordinances of the Town of Hampton.

9. COMPLIANCE WITH LAWS

The Lessee agrees that no trade or occupation shall be conducted, or suffered to be conducted, on the leased premises or use made thereof which would be unlawful, improper, noisy or offensive, or contrary to any law or ordinance in force in the Town of Hampton.

BK 3418 PG 1745

WARRANTY DEED

We, Anthony Santullo and Jean Finn, as joint tenants with rights of survivorship,

In consideration of Fifty-nine Thousand One Hundred (\$59,100.00) dollars

Grant to William Bird, individually, of 19 OCEAN BOULEVARD, HAMPTON,
NEW HAMPSHIRE
with warranty covenants

A certain leasehold interest in and to certain lots of land, together with the building(s) and improvements thereon, situated in Hampton Beach, Rockingham County, New Hampshire, being Lot 147, Block I of leased lots, Section 2 dated June 1983 (rev. 3/84) recorded in the Rockingham County Registry of Deeds as Plan No. D-12567 (formerly referred to as the northerly one-half of Lots 11 and 12 of Block I on a plan of Hampton Beach Improvement Company made by William T. Ross, Surveyor, dated April 16, 1898 and recorded in Rockingham County Registry of Deeds as Plan No. 00312.) Subject to an Agreement recorded in Book 2791, Page 1584.

Meaning and intending to the same premises conveyed to Grantor by deed dated March 23, 1995 recorded at Rockingham County Registry of Deeds at Book 3094, Page 1424.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

XX THOUSAND 8 HUNDRED AND 87 DOLLARS

MO. DAY YR. AMOUNT

08 26 99 394511 \$887.00

VOID IF ALTERED

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

AUG 26 1 28 PM '99

0061717

BK3482PG2214

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Hampton, a municipal corporation organized under the laws of the State of New Hampshire and located at 100 Winnacunnet Road, Hampton, County of Rockingham, and State of New Hampshire, for consideration paid, grants to William F. Bird of 19 Ocean Boulevard, Hampton, County of Rockingham and State of New Hampshire, with QUITCLAIM COVENANTS;

The following described parcel of land located in said Town of Hampton, and said County of Rockingham, known as Map 290, Lot 074, on Plan of Town of Hampton Leased Land (Building Encroachments), 95-99 Ashworth Avenue, Hampton, New Hampshire, dated March 4, 2000, by E.J. Cote & Associates, Inc., Land Surveyors Bearing Plan No. 2-20-6065, to be recorded at the Rockingham County Registry of Deeds, being also shown on said Town's Tax Assessor's records as Map 290, Lot 074, and more particularly described as follows:

Beginning at a point at the southwesterly corner of the within conveyed parcel located on the easterly edge of Ashworth Avenue, a public street in the Town of Hampton; thence along said Ashworth Avenue N 12° 07' 39" E a distance of 50.30 feet to a point; thence S 84° 08' 59" E a distance of 61.87 feet to the northeast corner of said parcel as shown on the above plan at Lot 149; thence turning and running S 05° 53' 28" W a distance of 50.00 feet to a set railroad spike; thence turning and running N 84° 08' 53" W a distance of 67.34' to the point of beginning on Ashworth Avenue.

Subject, in perpetuity, to the following covenants and restrictions:

1. The conveyed premises shall be subject to all properly assessed taxes, municipal and otherwise. The grantees, their heirs, administrators, successors, assigns, and legal representatives shall, likewise, be obligated to pay all assessments, betterments, sewer-use fees and all other lawfully assessed fees levied upon the conveyed premises.

2. The grantor further reserves the perpetual right to pass and repass over the subject parcel in order to maintain, repair, and replace all pipes, wires, posts, and other items and equipment, relating to utilities services furnished, owned or supervised by the grantor. The grantor shall, at all times, exercise its said rights in a reasonable manner. At its own expense, the grantor shall return the subject premises to the same condition as they were in prior to the grantor's exercise of its rights under this reservation.

In addition, the Town of Hampton specifically reserves from the above conveyance any public rights-of-way on or under any existing sidewalks, rights-of-way, highways, sewer lines and basins, utility easements, water lines, drainage easements and/or

032548

2000 JUN 21 AM 9:39

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

BK3482PG2215

pipes and any other public improvements together with the right to improve, maintain and expand as reasonably required the above said betterments, easements, public rights-of-way consistent with the overall needs of the Town of Hampton, now and in the future.

However, any expansion of the rights shall not alter the existing structures.

3. This conveyance is subject to all existing easements and easements of record.

4. There exist two (2) encroachments of the building located on 95 Ashworth onto lot of 99 Ashworth; said encroachments are shown on a "Plan of Land of Town of Hampton Lease Land Building Encroachments 95-99 Ashworth Avenue, Hampton, N.H.", dated March 4, 2000 by E.J. Cote & Associates, Inc., Land Surveyors; the first Encroachment (hereinafter referred to as "Encroachment A") is shown as with approximate dimensions of 2.23 feet at one end and 3.16 feet at the other, spanning 17.19 feet and is attached to the building on 99 Ashworth Avenue; a second, lesser width Encroachment ("Encroachment B") is also shown, said Encroachment B being not attached to the building on 99 Ashworth. Encroachment B may remain in perpetuity unless it is destroyed by casualty or fire in which case it will be extinguished. Oz its successors or assigns shall not make any external changes to that portion of the building identified as Encroachment B.

5. The Grantees, their heirs, executors, successors and assigns shall not erect a fence higher than a three (3) foot ornamental fence.

6. The Grantees, their heirs, executors, successors and assigns shall not create any encroachments.

The grantee, his heirs, executors, successors and/or assigns will provide The Oz of Hampton L.L.C. (Hereafter "Oz"), owner of lot at 95 Ashworth Avenue, its successors or assigns, an easement for encroachments presently effecting the property for a period not to exceed the following:

5. Seven years; or a sale of the parcel at 95 Ashworth Avenue by the Town of Hampton, or a transfer of the leasehold interest by the Oz or its successors or assigns of Lot 95, whichever event occurs first. The intention of this clause is to indicate that the "encroachment A will be permanently removed no later than seven years from the date of the sale of the within property from the Town of Hampton to William F. Bird.
6. The Town conveys 99 Ashworth Avenue subject to these easements and also agrees that in the event that the provisions of the easement are violated by a failure of the leasehold owner of 95 Ashworth Avenue including successors and/or assigns, to

BK 3482PG2216

remove the encroachments as specified above, then a \$200.00 per day would be imposed for the benefit of the then owner of Lot 99 and the Town of Hampton who shall equally share the civil damage penalty of \$100.00 for each per day of delay.

4. The grantee, his heirs, executors successors and/or assigns hold the Town of Hampton harmless per a separate Hold Harmless Agreement to be executed said grantees and also by the Oz as owner of 95 Ashworth Avenue on behalf of said owners, their heirs, executors, successors and assigns.

All restrictions and reservations herein are binding on the Grantees, their heirs, administrators, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the said Town of Hampton, on this 6 day of June, 2000, has caused this deed to be duly executed by its Selectmen, thereunto duly authorized by vote of said Town of Hampton dated May 11, 1982, as amended.

Karen Anderson
Witness

Brian C. Warburton
Brian C. Warburton
Chairman, Board of Selectmen

Karen Anderson
Witness

William H. Sullivan
William H. Sullivan
Vice Chairman, Board of Selectmen

Karen Anderson
Witness

Virginia B. Brille
Virginia B. Brille, Selectman

Karen Anderson
Witness

James A. Workman
James A. Workman, Selectman

Karen Anderson
Witness

Bonnie B. Searle
Bonnie B. Searle, Selectman

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

XX THOUSAND 3 HUNDRED AND 75 DOLLARS

MO. DAY YR. 438986 \$375.00

062100

VOID IF ALTERED

3

BK 3482PG2218

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that WILLIAM F. BIRD, of 19 Ocean Boulevard, Hampton, County of Rockingham, State of New Hampshire, for consideration paid of One Hundred Forty Five Thousand Dollars and No Cents (\$145,000.00) grants to Loretta E. Cavagnaro, of 120 High Street, Reading, Middlesex County, Massachusetts, with QUITCLAIM COVENANTS

All my right, title and interest whenever attained in the real property with the buildings thereon in the following: The following described parcel of land, together with the buildings and improvements thereon, located in said Town of Hampton, and said County of Rockingham, known as Map 290, Lot 74, on Plan of Town of Hampton leased Land (Building Encroachments), 95-99 Ashworth Avenue, Hampton, New Hampshire, dated March 4, 2000, by E.J. Cote & Associates, Inc., Land Surveyors Bearing Plan No. 2-20-6065, to be recorded at the Rockingham County Registry of Deeds, being also shown on said Town's Tax Assessor's records as Map 290, Lot 74, and more particularly described as follows:

Beginning at a point at the southwesterly corner of the within conveyed parcel located on the easterly edge of Ashworth Avenue, a public street in the Town of Hampton; thence along said Ashworth Avenue N 12o 07' 39" E a distance of 50.30 feet to a point; thence S 84o 08' 59" E a distance of 61.87 feet to the northeast corner of said parcel as shown on the above plan at Lot 149; thence turning and running S 05o 53' 28" W a distance of 50.00 feet to a set railroad spike; thence turning and running N 84o 08' 53" W a distance of 67.34' to the point of beginning on Ashworth Avenue.

Subject in perpetuity, to the following covenants and restrictions:

1. Conveyed premises shall be subject to all properly assessed taxes, municipal and otherwise. The grantees, their heirs, administrators, successors, assigns and legal representatives shall, likewise be obligated to pay all assessments, betterments, sewer-use fees and all other lawfully assessed fees levied upon the conveyed premises.

2. The Town of Hampton reserved perpetual right to pass and re-pass over the subject parcel in order to maintain, repair, and replace all pipes, wires, posts and other items and equipment, relating to utilities services furnished, owned or supervised by the Town. The Town shall at all times, exercise its said rights in a reasonable manner. At its own expense, the Town shall return the subject premises to the same condition as they were in prior to the Town's exercise of its rights under this reservation.

In addition, this conveyance is subject to the Town of Hampton's specific reservation of any public rights-of-way on or under any existing sidewalks, rights-of-way, highways, sewer lines or basins, utility easements, waterlines, drainage easements and/or pipes and any other public improvements together with the right to improve, maintain and expand as reasonably required the above said betterments, easements, public rights-of-way consistent with the overall needs of the Town of Hampton, now and in the future.

However, any expansion of the rights shall not alter the existing structures.

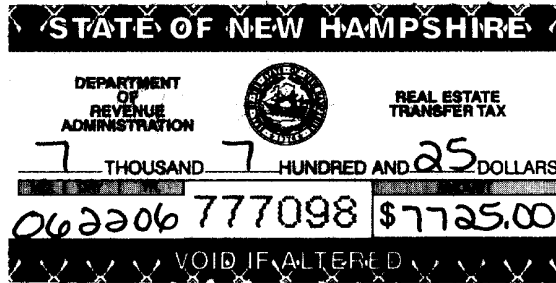
032549

2000 JUN 21 AM 9:39

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
2 THOUSAND 1 HUNDRED AND 75 DOLLARS			
MO.	DAY	YR.	AMOUNT
06	21	00	\$2175.00
438987			
VOID IF ALTERED			

BK 4671 PG 1865



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That We, Alton L. Durost and Kathleen Durost, husband and wife, with a mailing address of 11 H Street, Hampton, New Hampshire, 03842, for consideration paid, grant to Melinda Ricketts, unmarried, with a mailing address of 11 H Street, Hampton, New Hampshire, 03842, with **WARRANTY COVENANTS**, the following described property:

A certain tract or parcel of land with the buildings and improvements thereon, located in the Town of Hampton, County of Rockingham, State of New Hampshire, being more particularly described in Exhibit A attached hereto and made a part hereof.

Meaning and intending to describe and convey the same premises conveyed to the within grantor by deed of Wilfred L. Sanders, Jr., as conservator of Ann L. Burton, dated June 16th, 1967 and recorded in the Rockingham County Registry of Deeds in Book 1864, Page 0427.

We, Alton L. Durost and Kathleen Durost, hereby release all rights of homestead and all other interests therein.

Executed this 19th day of June, 2006.

Alton L. Durost
Alton L. Durost
Kathleen Durost
Kathleen Durost

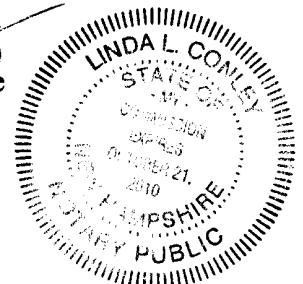
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

June 19, 2006

Personally appeared the above, **Alton L. Durost and Kathleen Durost**, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before Me, Linda L. Conley
Notary Public/Justice of the Peace

My Commission expires: 10-21-10



038266

2006 JUN 22 AM 10:44

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Exhibit A

The following described parcel of land located in the Town of Hampton, County of Rockingham and State of New Hampshire, known as Lot Number 145, Block I on Plan of Leased Lots dated June 1983 and revised March 1984 by Parker Survey Associates, Inc. recorded in the Rockingham County Registry of Deeds as Plan #D-12567, being also shown on said Town's Tax Assessor's records as Map 110, Lot Number 145 and more particularly described as follows:

Beginning at a point at the northeasterly corner of Lot 146 on the southerly side of H Street; thence proceeding S 78° 45' 50" E by and along said H Street a distance of 50.00 feet to a point at the corner of the conveyed premises and Lot 144 as shown on said plans; thence proceeding S 11° 20' 38" W along said Lot 144 a distance of 128.28 feet to a PK nail set in concrete at the corner of the conveyed premises, and said Lot 144, said pint also being on the northerly sideline of Lot 150, on said plan; thence proceeding N 84° 08' 20" W along said Lot 150 and Lot 149 a distance of 50.30 feet to a point at the corner of the conveyed premises and Lot 146, said point also being on the northerly sideline of said Lot 149; thence proceeding N 11° 22' 27" E along said Lot 146 a distance of 132.99 feet to the point begun at.

Subject, in perpetuity, to the following covenants and restrictions:

1. The Grantees agree that the premises shall be subject to the more restrictive of the terms of this deed or the applicable provisions of the Ordinances, laws and regulations of the Town of Hampton.
2. The Grantees agree that no trade or occupation shall be conducted, or suffered to be conducted, on the conveyed premises or use made thereof which would be unlawful, improper, noisy or offensive, or contrary to any law or ordinance in force in the Town of Hampton.
3. No fences may be erected upon said premises other than ornamental fences of no more than a three foot height.
4. All outbuildings, other than a private garage, shall be connected with and attached to the dwelling house on the lot.
5. Subject, further, to the right of the Town of Hampton to maintain easements or rights-of-way above, across and/or under the premises, and to the right of the Town of Hampton to enter upon and use a strip of land of sufficient width for the installation and maintenance of storm and sanitary sewer mains.
6. This conveyance is subject to the rights, if any, of the Exeter & Hampton Electric Company, a corporation duly established by law with its principal place of business in Exeter, in said County of Rockingham, to maintain poles, wires, crossarms, supporting fixtures and appurtenances on, over or across the subject premises as set forth in a certain agreement between said Town of Hampton and said Exeter & Hampton Electric Company dated May 10, 1946, and recorded in

Hampton Town Records, and is subject to all other existing easements or easements of record.

7. The conveyed premises shall be subject to all properly assessed taxes, municipal and otherwise. The Grantees, their heirs, administrators, successors, assigns and legal representatives shall, likewise, be obligated to pay all assessments, betterments, sewer-use fees and all other lawfully assessed fees levied upon the conveyed premises.

The Town of Hampton further reserves the perpetual right to pass and repass over the subject parcel in order to maintain, repair and replace all pipes, wires, posts and other items and equipment relating to utilities services furnished, owned or supervised by the Town of Hampton. The Town of Hampton shall, at all times, exercise its said rights in a reasonable manner. At its own expense, the Town of Hampton shall return the subject premises to the same condition as they were in prior to the Town's exercise of its rights under this reservation.

In addition, the Town of Hampton specifically reserves from the above conveyance any public rights of way on or under any existing sidewalks, rights of way, highways, sewer lines and basins, utility easements, water lines, drainage easements and/or pipes and any other public improvements together with the right to improve, maintain and expand as reasonably required the above said betterments, easements, public rights of way consistent with the overall needs of the Town of Hampton, now and in the future.

All restrictions and reservations herein are binding on the Grantees, their heirs, administrators, successors, assigns and legal representatives.

BK 4698 PG 2719

ASSIGNMENT OF LEASE

FOR value received, I (we)

GRANTOR

Name (s): OZ Hampton, LLC, Irfan J. Ozberak, Managing Member

Address: 95 Ashworth Avenue, Hampton, NH 03842

HEREBY transfer, assign and convey unto:

GRANTEE

Name (s): Somukh, LLC, Sohail A. Shaikh, Manager

Address: 8 Maplewood Dr, Londonderry, NH 03053

LEASE

All the right, title and interest in and to that certain Town of Hampton Lease between Grantor and OZ Hampton, LLC as lessee, and the Town of Hampton as lessor,

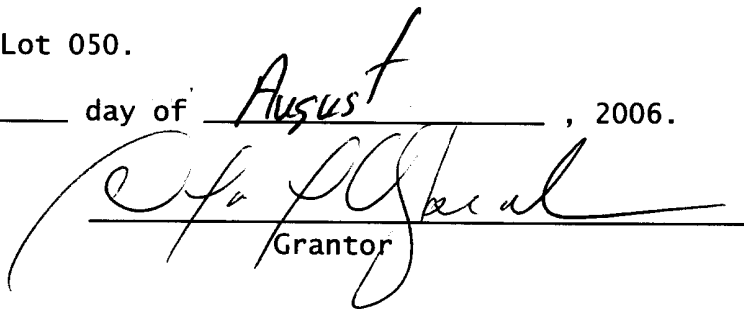
DATED: December 22, 1997

and recorded in the Rockingham County Registry of Deeds at Book 3283, Page 2463.

FOR property known and located at 95 Ashworth Avenue,

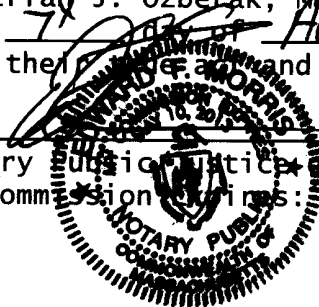
Map & Lot : Map 200, Lot 050.

EXECUTED this 7th day of August, 2006.


Grantor

Personally appeared the above named Irfan J. Ozberak, Managing Member of OZ Hampton, LLC before me on this 7th day of August, 2006 and acknowledged the foregoing to be their deed.

Notary Public, State of the Peace
My Commission Expires:



052733


2006 AUG 24 PM 2:45


ROCKINGHAM COUNTY
REGISTRY OF DEEDS


BK 4698 P6 2720


This assignment is hereby consented to by the Board of Selectmen in behalf of the Town of Hampton on this 7th day of August 2006 2006.


VIRGINIA B. BRIDLE-RUSSELL

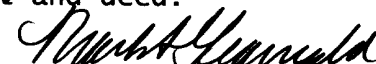

BENNETT F. MOORE


JAMES A. WORKMAN


RICHARD GRIFFIN


WILLIAM LALLY

Personally appeared the above named members of the Board of Selectmen before me on this 7th day of August, 2006 and acknowledged the foregoing to be his/her true act and deed.


~~Notary Public~~/Justice of the Peace
My Commission Expires:

MY COMMISSION EXPIRES
JANUARY 26, 2011

BK 4784 PG 1632

TOWN OF HAMPTON LEASE

1. PARTIES

THIS LEASE made by and between the Town of Hampton, a municipal corporation in the County of Rockingham, State of New Hampshire, hereinafter called the Lessor, and

SOMUKH, LLC
8 MAPLEWOOD DR
LONDONDERRY, NH 03053

hereinafter called the Lessee.

2. PREMISES

Lessor leases to Lessee land situate at the beach in Hampton, County of Rockingham, State of New Hampshire, known as Lot No. 146, Block I on Plan of LEASED LOTS, SECTION 2 dated MAY 1983 (REV. 3/84), by PARKER SURVEY ASSOC., INC recorded in Rockingham County Records No. D-12567 being also shown on Tax Assessor's records as Map 290 Lot No. 150. Said lot has a street address of 95 ASHWORTH AVE. (Note: See paragraph No. 20 for special restrictions which may apply to the premises).

3. RENT

The ANNUAL LAND RENT shall be 2% of the previous year's assessed value of the land and shall be due and payable in advance on the first day of April of each year. Interest shall accrue on rent unpaid when due at the same rate as provided for unpaid taxes after a tax lien, however, this shall in no way be construed as limiting Lessor's remedies in the event of default in payment of rent. Payment of the first year's rent is to be made upon execution of this agreement.

4. TERM

The term of this lease shall be for 20 years beginning April 1, 2007.

5. TAXES

a) The Lessee shall make payment of properly assessed real and personal property taxes no later than the due date, including all interest and penalties. The failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this lease or agreement by the Lessor. It is agreed by the Lessee that taxes shall be assessed and paid on the land herein leased as if the Lessee were the owner thereof. Lessee also shall pay real and personal property taxes on structures or improvements on the Premises.

b) If, at any time, the agreement on the part of the Lessee in paragraph No. 5-a that the Lessee shall pay real estate taxes upon said premises as if the owner thereof shall be declared illegal or invalid, then, and in that event, the amount which would have been due and payable thereunder in each year is hereby declared as rent and shall be due and payable on the first day of December in the year in which said taxes would have been paid.

6. ASSESSMENTS

The Lessee shall pay all assessments, betterments, sewer use fees, and all other lawfully assessed fees, levied upon said premises, which amount shall be part of and paid as rent on the following April 1st.

7. ASSIGNMENT - SUB-LEASING PROHIBITION

The Lessee shall not assign or sub-let, including an assignment under any bankruptcy laws or for the benefit of creditors, the whole or any part of the leased premises without the Lessor's prior written consent, and notwithstanding such consent, the Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

8. ZONING - RESTRICTIONS

The lessee agrees that the premises shall be subject to the more restrictive of the terms of this lease or of the applicable provisions of the Zoning Ordinance of the Town of Hampton or other ordinances of the Town of Hampton.

9. COMPLIANCE WITH LAWS

The Lessee agrees that no trade or occupation shall be conducted, or suffered to be conducted, on the leased premises or use made thereof which would be unlawful, improper, noisy or offensive, or contrary to any law or ordinance in force in the Town of Hampton.

019870

2007 APR -4 AM 11:56

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

BK 4784 PG 1632

TOWN OF HAMPTON LEASE

1. PARTIES

THIS LEASE made by and between the Town of Hampton, a municipal corporation in the County of Rockingham, State of New Hampshire, hereinafter called the Lessor, and

SOMUKH, LLC
8 MAPLEWOOD DR
LONDONDERRY, NH 03053

hereinafter called the Lessee.

2. PREMISES

Lessor leases to Lessee land situate at the beach in Hampton, County of Rockingham, State of New Hampshire, known as Lot No. 146, Block I on Plan of LEASED LOTS, SECTION 2 dated MAY 1983 (REV. 3/84), by PARKER SURVEY ASSOC., INC recorded in Rockingham County Records No. D-12567 being also shown on Tax Assessor's records as Map 290 Lot No. 150. Said lot has a street address of 95 ASHWORTH AVE. (Note: See paragraph No. 20 for special restrictions which may apply to the premises).

3. RENT

The ANNUAL LAND RENT shall be 2% of the previous year's assessed value of the land and shall be due and payable in advance on the first day of April of each year. Interest shall accrue on rent unpaid when due at the same rate as provided for unpaid taxes after a tax lien, however, this shall in no way be construed as limiting Lessor's remedies in the event of default in payment of rent. Payment of the first year's rent is to be made upon execution of this agreement.

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b) If, at any time, the agreement on the part of the Lessee in paragraph No. 5-a that the Lessee shall pay real estate taxes upon said premises as if the owner thereof shall be declared illegal or invalid, then, and in that event, the amount which would have been due and payable thereunder in each year is hereby declared as rent and shall be due and payable on the first day of December in the year in which said taxes would have been paid.

6. ASSESSMENTS

The Lessee shall pay all assessments, betterments, sewer use fees, and all other lawfully assessed fees, levied upon said premises, which amount shall be part of and paid as rent on the following April 1st.

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8. ZONING - RESTRICTIONS

The lessee agrees that the premises shall be subject to the more restrictive of the terms of this lease or of the applicable provisions of the Zoning Ordinance of the Town of Hampton or other ordinances of the Town of Hampton.

9. COMPLIANCE WITH LAWS

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019870

2007 APR -4 AM 11:56

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Nov 24 1 03 PM '92
NOV 24 1992

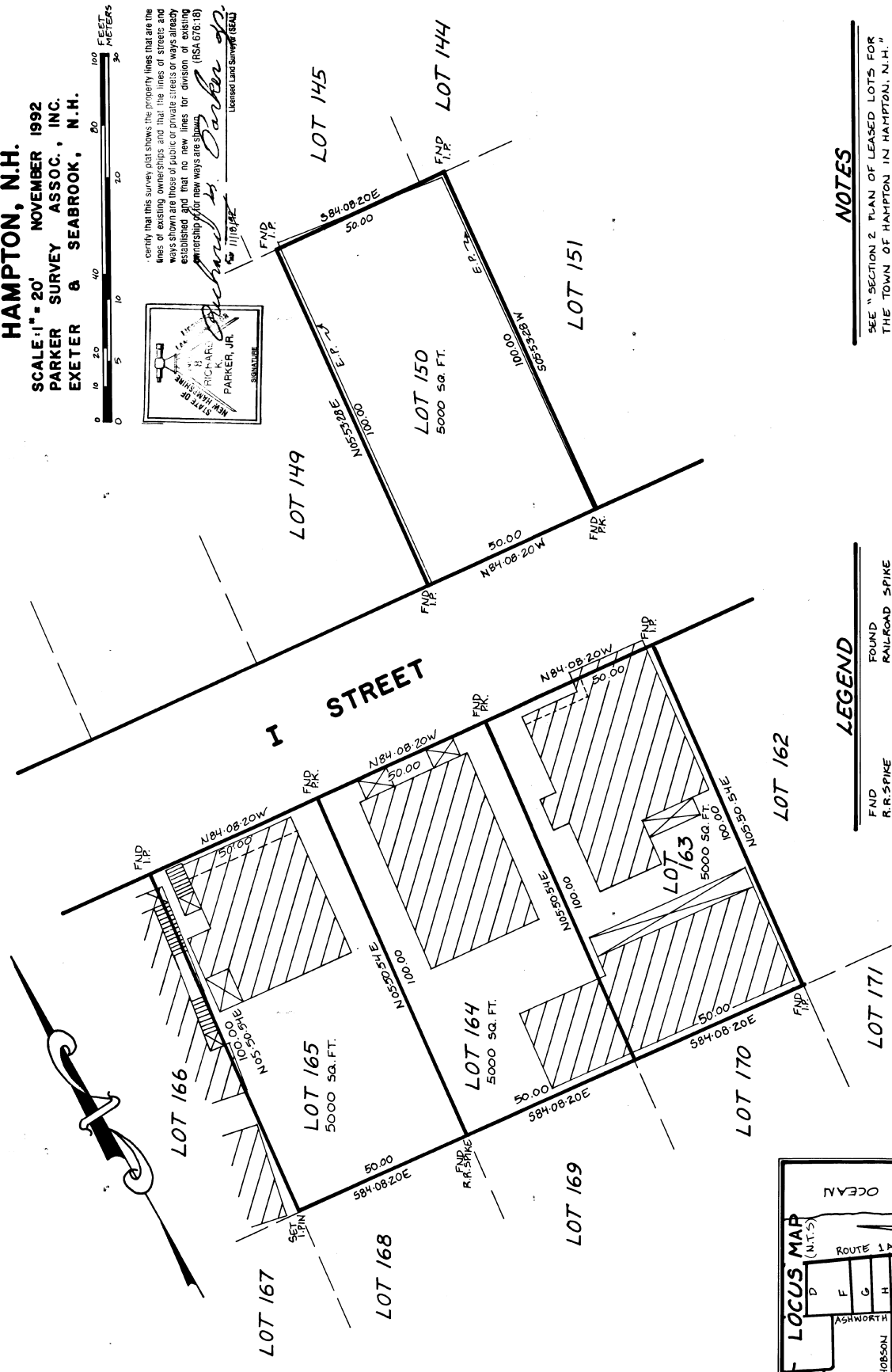
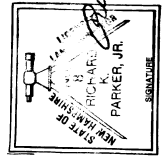
1003355001

PLAT OF LAND
FOR
T-THREE REALTY
IN

HAMPTON, N.H.
SCALE: 1" = 20'
NOVEMBER 1992
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N.H.



certify that this survey plat shows the property lines that are the
 lines of existing ownerships and that the lines of streets and
 ways shown are those of public or private streets or ways already
 established and that no new lines for division of existing
 ownerships or for new ways are shown. (RSA 676:18)

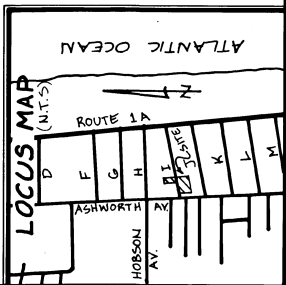


NOTES

SEE "SECTION 2 PLAN OF LEASED LOTS FOR
THE TOWN OF HAMPTON IN HAMPTON, N.H."
SCALE: 1" = 40' DATED JUNE 1983-REVISED
MARCH 1984 BY PARKER SURVEY ASSOC.,
INC. # 4544-2 SHEET #3 OF 10 SHEETS

LEGEND

FND	FOUND
R.R. SPIKE	RAILROAD SPIKE
PK.	PK NAIL
N.T.S.	NOT TO SCALE
E.P.	EDGE OF PAVEMENT
IRON PIN	IRON PIN

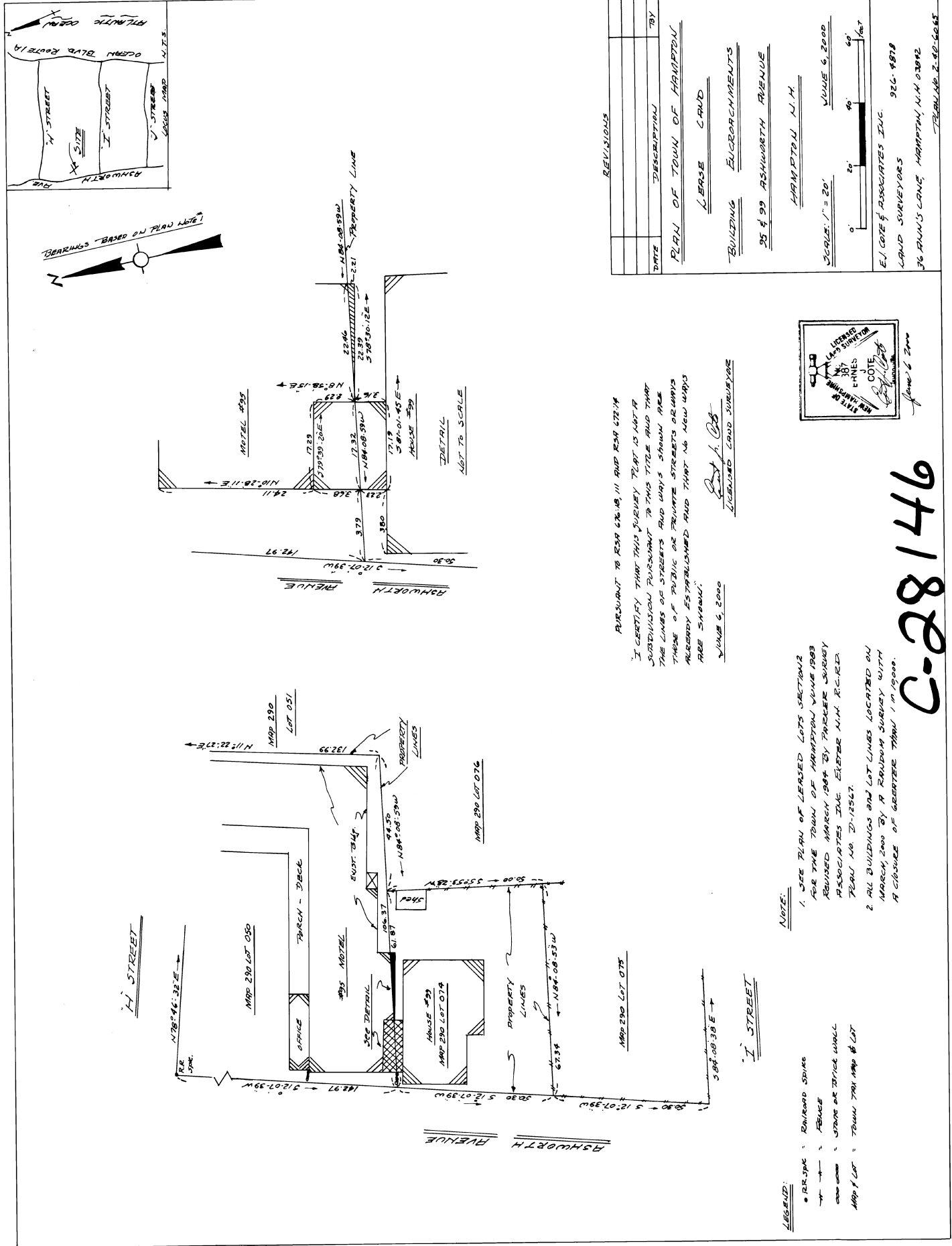


C-21941

6566

032546

2000 JUN 21 AM 9:33



MATCH SHEET
TO 3

NOTE 3: IRON PILES WERE SET AT ALL LOT CORNERS
UNLESS OTHERWISE INDICATED.

NOTE 4: 108[±] 4/3 INDICATES LOT NO. 4
SHEET NO. A3 PER TOWN OF HAMPTON
ASSESSORS MAPS; SHEET 108.

NOTE 1: SEE PLAN OF THE PINGS "PLAN OF TOWN LAND AT HAMPTON BEACH, N.H. NOV. 1913 - R.C.R. PLAN NO. 0214."

NOTE2: SEE "PLAN SHOWING REACH OF HIGHWAY LANE TO BE ACQUIRED BY THE STATE OF N.H. IN ACCORDANCE WITH CHAPTER 159 SESSION LAWS OF 1983 SCALE: 100' TO 1/4" INCH." R.C.R. PLAN NO. 011247 (A.C.R. 894747)

SECTION 2
PLAN OF LEASED LOTS
FOR THE
TOWN OF HAMPTON

HAMPTON, N. H.
SCALE: 1" = 40' MAY 1983
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.

* REVISIONS AFFECT LOTS 108/203 & 204 ONLY

SL23HS 0130 & 133HS 233

SEE SHEET 1 OF 10 SHEETS

FOR RECORDING PURPOSES ONLY
HAMPTON PLANNING BOARD:

Peter B. Mueny

DATE: 6/20/94

[illegible]

4544-2
SHEET 2 OF 10 SH

LOCK L
COLL EVARD

ROUTE 1A)

D-12567

Sheet 2 of 10

NOTE 3: 110/149

ASHWORTH AVENUE

Reuben W. Parker.

[illegible]

5233HS 01407433HS 333

FOR RECORDING PURPOSES ONLY
HAMPTON PLANNING BOARD

Elektronen

DATE: 6/20/24

COLLEGE EVARD

ROUTE 1A)

OCEAN

D-12567

Sheet 3 of 10

4544-2
SHEET 3 OF 10 SHEETS

212
SHEETS 3 OF 10 SHEETS

JUN 25 3 00 PM '04

NATCH SHEET 3

SEE SHEET 3 OF 10 SHEETS

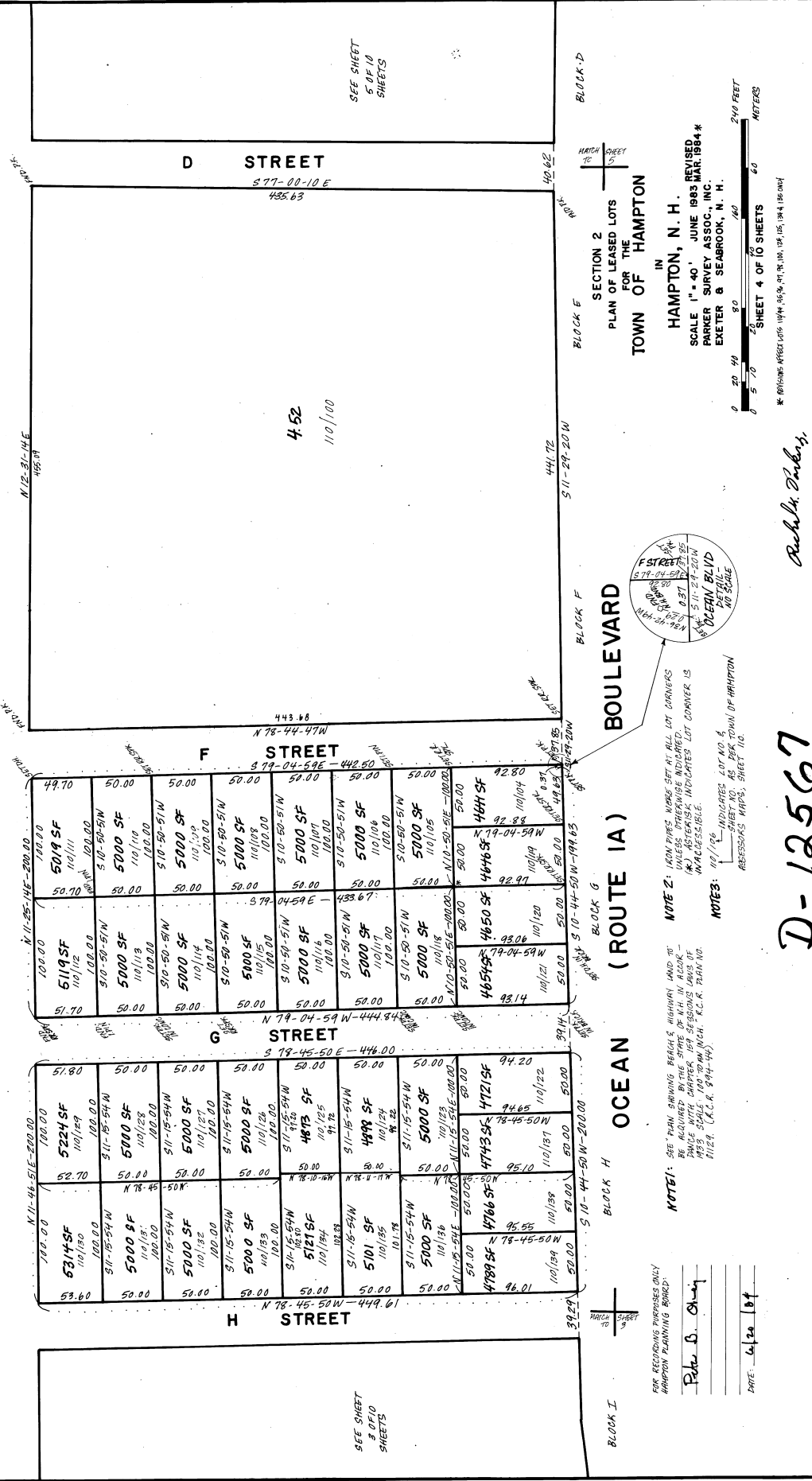


ASHWORTH AVENUE

ASHWORTH AVENUE

NATCH SHEET 5

SEE SHEET 5 OF 10 SHEETS

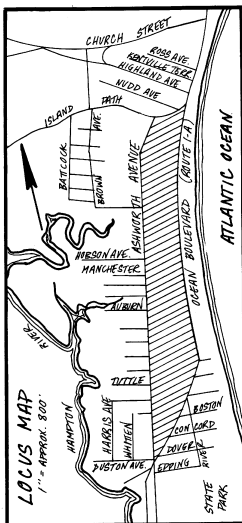


D-12567
Sheet 4 of 10

Richard Parker

4544-2
SHEET 4 OF 10 SHEETS

JUN 15 3 00 PM '84



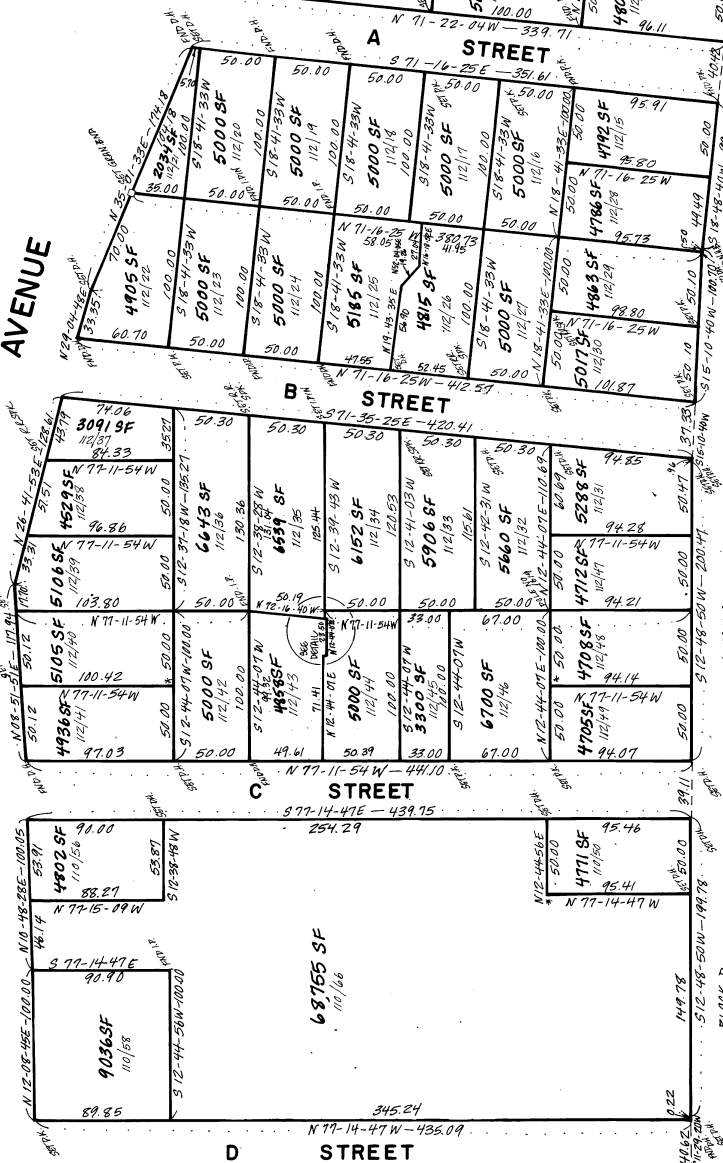
LOCUS MAP
1" = APPROX. 800'

NOTE 2: PLANNED IMPROVEMENTS SHOWN ON THIS MAP ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE MAP. THE TOWN ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE MAP AND HAS FOUND IT TO BE A FAIR AND ACCURATE REPRESENTATION OF THE PLANNED IMPROVEMENTS.

NOTE 3: INDICATES LOT NO. & SHEET NO. AS PER TOWN OF HAMPTON ASSESSORS MAPS. SHEETS 10 & 11.

NOTE 1: 1" = 40' SCALE. SHOWN WITH CHARTER 1899 N.H. MAPS. THE TOWN ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE MAP AND HAS FOUND IT TO BE A FAIR AND ACCURATE REPRESENTATION OF THE PLANNED IMPROVEMENTS.

ASHWORTH AVENUE



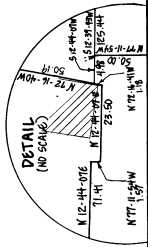
OCEAN (ROUTE 1A) BOULEVARD

SECTION 2
PLAN OF LEASED LOTS
FOR THE
TOWN OF HAMPTON

HAMPTON, N. H.
SCALE 1" = 40' JUNE 1983 REVISED
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.



SHEET 5 OF 10 SHEETS



Richard J. Parker Jr.

D-12567
Sheet 5 of 10

4544-2
SHEET 5 OF 10 SHEETS



(This card is placed in a reproduction of a document.)
 The information on this card is contributed except by publication of the document in the *Journal of the American Statistical Association*. The information is contributed by the author of the document. The information is contributed by the author of the document. The information is contributed by the author of the document.

D-12567

Sheet 6 of 10

4544-2 SHEET 6 OF 10 SHEETS

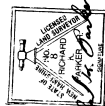
MATCH TO SHEET 8

ASHWORTH AVENUE

SECTION 2
PLAN OF LEASED LOTS
FOR THE
TOWN OF HAMPTON
IN
HAMPTON, N. H.

SCALE 1" = 40' MAY 1983 REVISED
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.

0 20 40 60 80 100 120 140 160
FEET
0 20 40 60 80 100 120 140 160
METERS



REVISIONS REFLECT LOTS 108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

SEE SHEET 6 OF 10 SHEETS

SEE SHEET 8 OF 10 SHEETS

FOR RECORDING PURPOSES ONLY
HAMPTON PLANNING BOARD:

Blair E. Gray

DATE: 6/20/04

BLOCK K

BLOCK L

BOULEVARD

MATCH TO SHEET 8

(ROUTE 1A)

OCEAN

MATCH TO SHEET 6

BLOCK N

BLOCK M

L STREET

M STREET

N STREET

BLOCK O

Sheet 7 of 10

D-12567

4544-2

SECTION 2
PLAN OF LEASED LOTS
FOR THE
TOWN OF HAMPTON

IN
HAMPTON, N. H. REVISED
SCALE 1" = 40' JUNE 1985 MARCH 1984
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.

0 20 40 80 160 320 FEET
0 5 10 20 40 80 METERS
SHEET 8 OF 10 SHEETS

* MEASUREMENTS MADE BY PARKER SURVEY ASSOC., INC. IN 1985, 1984, AND 1983. ALL ARE 4 1/2' BY 4 1/2' ONLY.

Richard D. Parker

SEE SHEET 9 OF 10 SHEETS

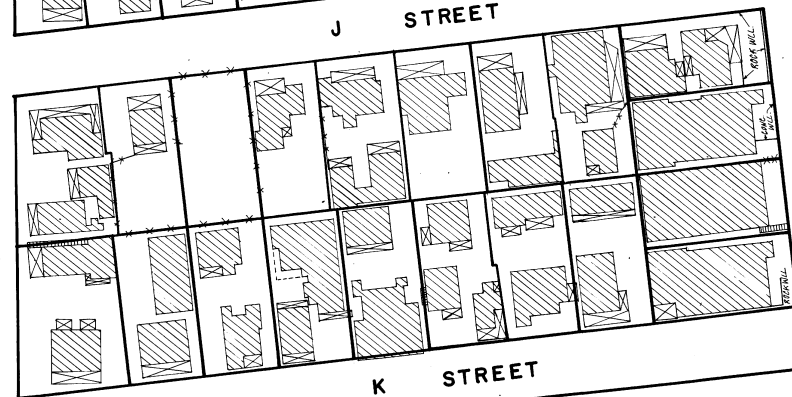
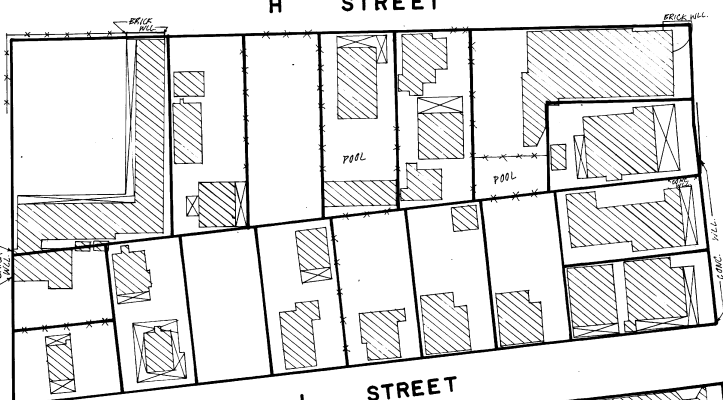
FOR RECORDING PURPOSES ONLY
HAMPTON PLANNING BOARD

Blw D. Shug
DATE:

4544-2
SHEET 8 OF 10 SHEETS

MATCH
TO SHEET
9

ASHWORTH AVENUE



BOULEVARD

(ROUTE 1A)

OCEAN

BLOCK H

BLOCK I

BLOCK J

BLOCK K

BLOCK L

MATCH
TO SHEET
9

MATCH
TO SHEET
7

D-12567
Sheet 8 of 10

JUN 25 3 00 PM '84

MATCH
TO SHEET
7

SEE SHEET 7 OF 10
SHEETS

NORTH
TO
SHEET
10

NORTH
TO
SHEET
8

ASHWORTH AVENUE

D STREET

F STREET

G STREET

H STREET

SEE SHEET
10 OF 10 SHEETS

SEE SHEET
8 OF 10 SHEETS

BLOCK D

NORTH
TO
SHEET
10

BLOCK E

BLOCK F

SECTION 2
PLAN OF LEASED LOTS
FOR THE
TOWN OF HAMPTON

BOULEVARD

BLOCK G
(ROUTE 1A)

OCEAN

BLOCK H

BLOCK I

FOR RECORDING PURPOSES ONLY
HAMPTON PLANNING BOARD
Plan B. 01/11/11

DATE: 01/11/11
NORTH
TO
SHEET
9

HAMPTON, N. H. REVISED
SCALE 1" = 40' JUNE 1983 MAR. 1984
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.

0 20 40 60 80 100 120 140 160 180 200 220 240 FEET
0 5 10 15 20 25 30 35 40 45 50 55 60 METERS

SHEET 9 OF 10 SHEETS

Richard H. Parker, Jr.

D-12567

Sheet 9 of 10

4544-2
SHEET 9 OF 10 SHEETS

JUN 25 3 00 PM '84

MATCH TO
SHEET 10

ASH WORTH
AVENUE



SECTION 2
PLAN OF LEASED LOTS
FOR THE
TOWN OF HAMPTON
IN

HAMPTON, N. H.
SCALE 1"=40' JUNE 1983
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.



FOR RECORDING PURPOSES ONLY
HAMPTON PLANNING BOARD

DATE: 6/25/84
BY: B. Oley

Barry K. Parker

D-12567

Sheet 10 of 10

4544-2
SHEET 10 OF 10 SHEETS

The diagram shows a cross-section of a two-story building. The left side represents the 2nd floor, with a height of 7.3' and a total height of 22 1/2'. The right side represents the 1st floor, with a height of 8.41' and a total height of 22 1/2'. The ground level is indicated by a horizontal line at the base of the building.

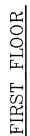
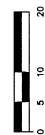
ELEVATIONS



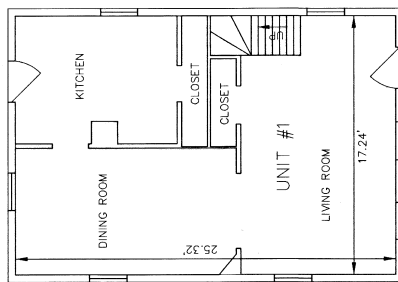
WOOD FRAME
WATER GATE
GAS METER
BOOK
PAGE
OVERHEAD WIRES
UTILITY POLE
IRON PIPE
FOUND

STREET

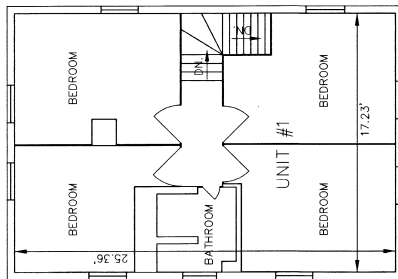
SITE PLAN
1"=10'



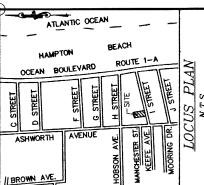
BUILDING #22 1/2



FIRST FLOOR
1/4"=1'-0"



BUILDING #22
SECOND FLOOR
1/4"=1'-0"



NOTES:

- THE PURPOSE OF THIS PLAN IS TO SHOW EXISTING SITE CONDITIONS FOR A CONDOMINIUM CONVERSION.
- OWNER OF RECORD IS:
27.0002 (2) STREET
HAMPTON, NEW HAMPSHIRE
DEED 66-3474 PG. 2396
3. SEE ROCKINGHAM REGISTRY OF DEEDS PLAN #0-25657 FOR THIS SITE.
4. THIS SITE IS LOCATED IN THE 100 YEAR FLOOD PLAIN AREA OF MUNICIPAL PARCEL #230132 0012-8 DATED JULY 1, 1986
5. ZONING OF THIS AND ABUTTING PARCEL IS BS BUSINESS SEASONAL.
6. SETBACKS:
FRONT YARD = 4'
REAR YARD = 4'
7. LOT IS SERVED BY MUNICIPAL SEWER AND WATER.
8. AREA OF PARCEL IS 5,000 SQ. FT.
9. THIS IS CURRENTLY A LEGAL NON-CONFORMING USE.

HEREBY CERTIFY THAT THE UNITS DEPICTED ON THIS PLAN HAVE BEEN SUBSTANTIALLY COMPLETED AND THAT THE FLOOR PLANS SHOWN HEREON ARE ACCURATE AND IN COMPLIANCE WITH N.H.S.A. 358-B II. THIS CERTIFICATION IS THE PROFESSIONAL OPINION OF THE ENGINEER AND IS BASED ON HIS INFORMATION, KNOWLEDGE AND BELIEF AS OF DATE STATED. THIS CERTIFICATION APPLIES TO PERIMETER DIMENSIONS OF THE UNITS.



Daniel Koravos
DANIEL KORAVOS, P.E.
DATE 7-1-05

HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE INFORMATION REQUIRED BY THE PROVISIONS OF THE EXISTING ORDINANCES GOVERNING THE SUBDIVISION HEREON, AND TO THE EXTENT FEASIBLE, THE EXISTING ORDINANCES GOVERNING THEREON, AND TO ALL ITEMS DEPICTED THEREON HAVE BEEN SUBSTANTIALLY COMPLETED, UNLESS OTHERWISE NOTED, AND THAT THIS PLAN COMPLIES WITH THE PROVISIONS OF RSA 336-B:20, I, II AND V.

HEREBY CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE, AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN. (RSA 676:18 II)

SITE & CONDOMINIUM PLAN
22-22 1/2 I STREET CONDOMINIUM

IN
HAMPTON, NEW HAMPSHIRE

AS DRAWN FOR
SWEENEY REALTY, LLC

SWEENETTE REALTY, LLC
22-22 1/2 I STREET

HAMPTON, NEW HAMPSHIRE
JANUARY 23, 2005

DATE: FEBRUARY 23, 2005
SCALE: AS NOTED

MERRIMACK ENGINEERING SERVICES
66 PARK STREET
ANDOVER, MASSACHUSETTS 01810

D. 32860

2-2 Done 11/11/10
11/11/10
11/11/10
11/11/10



Leveraged
926 81226

Bill Home 9 Job 19 - MURKIN
Bill Home 9 Job 8 MURKIN

Bill Home 10 Job 10 MERGED
605 1 STREET HILL

Thomas Palermo

Dota-
Sarrette

978 697-1648

22, 22½
I' ST.

8 years

- CONDO'd
- property -
Mediator

Gillum
Forsey-



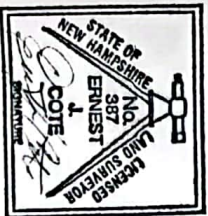
For the good of the game.



1. Reference site of Colobus, with Plant 22 of 22 1/2 I Street Condominium Apartments at the same site. Plant 22 Feb. 23, 2005 by Herbert White & Eng. Inc. Plant 22 of 22 1/2 I Street Condominium 2013 by Tour of Habitat who 1983 by Thacker Survey 1980. The record Plant No. D-12567 Street 3 City.

OWNER OF RECORD

THOMAS PALERINO
65 RUTHENRY CIRCLE
ALBANY 1453, 02460
144P 290 LOT 36
22 E STREET ALBANY N.Y.



Plot Plan For

Thomas Paleygo

221 STREET

Harmon, R.T.

Scale: 1" = 10'

Feb. 16 2007

Tax	11AP	290	607	76
-----	------	-----	-----	----

E.V. COTE & ASSOCIATES INC.

LAND SURVEYORS

36 FIVE LANE

44-1770-704, N.Y. 03542 PIN 142-96-6263

FEB 19 2007

Tocky B.

From: "Tocky B." <stockton@ttlc.net>
To: <lforsley@comcast.net>; "Leota" <lsarrette@aol.com>
Cc: "John Gillen" <john@johngillenlaw.com>
Sent: Tuesday, June 21, 2011 5:20 PM
Subject: misunderstanding

To all:

I am being told that at least the Sarrettes were under the impression that my work would be \$3000 flat.

I have forwarded my original proposal to Leota to show her that at the very least there is another \$500 uncollected from the original estimate.

If I had known that this was how the parties understood things, I would have elected to forego the time spent in meetings and preparing reports.

I do not wish to be seen as taking advantage of anyone. The iron pipes were set today at the end of the Unit 1 parking area.

I am in the process of preparing a recordable plan that will satisfy the arbitrator's instructions and include disclaimers for all other aspects of the condominium except the survey.

I will deliver the mylar to Larry Forsley upon payment of the remaining \$500 from my original estimate.

I would be sincerely grateful if John Gillen could make a copy of this e-mail and send it to the Palermos as soon as possible.

I apologize for whatever I have contributed, if anything, to this misunderstanding.

Tocky

Anne W. Bialobrzeski
NHLLS #752
NHDES Septic Designer #348
Stockton Services
PO Box 1306
Hampton, NH 03843-1306
603 929-7404

IN THE MATTER OF THE ARBITRATION

BETWEEN

LEOTA & KEVIN SARRETTE, INDIVIDUALLY AND AS DIRECTORS OF THE
22 – 22½ I STREET CONDOMINIUM ASSOCIATION

and

TOMASO & MARIA PALERMO

DECISION OF ARBITRATOR

COPY

A hearing in this matter was held on October 5, 2009. Appearing on behalf of Leota and Kevin Sarrette was Lawrence S. Forsley, Esq. Appearing on behalf of Tomaso and Maria Palermo was John Gillen, Esq. Testifying at the hearing were Leota Sarrette, Kevin Sarrette, Tomaso Palermo and Frank Palermo. Following the hearing, the parties were afforded additional time within which to submit written arguments. At the outset of the hearing, the parties agreed to have their dispute adjudicated by a single arbitrator, thereby waiving their rights under Article XVI of the By-Laws to a panel of three arbitrators. They also waived the right to have their hearing conducted in accordance with the rules and procedures of the American Arbitration Association.

Introduction

This matter involves a dispute between condominium unit owners over their respective rights and responsibilities in the use and improvement of common areas. The 22-22½ I Street Condominium (the "Condominium") consists of two freestanding single-family homes located on a 5,000 square foot lot of land adjacent to I Street in Hampton, New Hampshire. Defendants, Tomaso and Maria Palermo, own Building #22, Unit #1 in the Condominium, also known as 22 I Street. Unit #1 sits adjacent to the sidewalk on I Street. Plaintiffs, Leota and Kevin Sarrette,

1/24/2011

met w/ attorneys
\$3000 - \$3500

to revise condominium

1/20/11

spoke w/ J. Gillem

long conversation

suggested

meeting with

me & both attorneys

Command= 156-
Setup Point= 402

Backsight Point= 401

Point#, Start#-End# or G#= 517-520
Maximum Distance= 200

249-33-45	110.85	517	5662.1508	5548.6999
249-45-24	160.85	518	5657.0450	5598.4385
249-44-39	156.25	519	5657.5138	5593.8607
249-32-03	105.95	520	5662.6503	5543.8236

Command= 8-
Angle Right Output
Command= 10-

Bearing	Distance	Descrip	Pnt.	Northing	Easting	Type
-----03-17-2011-----08:46:58-----C:... \BHOME9						

Occupied Point= 402

2sethub	402	5672.2683	5438.3091	OCC
1setpk	401	5571.9927	5390.1054	BS
2sethub	402	5672.2683	5438.3091	OCC AZ

Backsight Point= 401

25-40-27	111.26	28	5672.3626	5449.2226	INV AR
Storage Point= 82-					

Point= 28					
243-49-51	10.91	28	5672.3626	5449.2226	INV AR
Point= 33					
237-27-37	5.48	33	5672.9233	5443.7495	INV AR

Point= 27					
71-57-16	39.17	27	5677.4684	5399.4840	INV AR

FND IP
FND IP
SEA SPK

oint=
Point=
Point= 10-
Bearing Distance Descrip Pnt. Northing Easting Type
-----03-17-2011-----08:47:35-----C:... \BMHOME9

Occupied Point= 401
Backsight Point= 402

Bearing	Distance	Descrip	Pnt.	Northing	Easting	Type
		1setpk	401	5571.9927	5390.1054	OCC
		2sethub	402	5672.2683	5438.3091	BS
205-40-27	111.26	1setpk	401	5571.9927	5390.1054	OCC AZ
Storage Point= 82- Point= 24						
254-42-50	74.53	DN 1' NO PK	24	5585.4307	5316.8008	INV AR
Point= 515						
66-46-11	98.68		515	5567.7848	5488.6974	INV AR
Point= 514						
67-55-08	148.62	FND IP NOT CRIMPED	514	5562.6790	5538.4360	INV AR
Point= 513						
68-29-23	198.59	DN 1' NO IP	513	5557.5731	5588.1747	INV AR
Point= 512						
68-49-52	248.58		512	5552.4672	5637.9133	INV AR
Point= 19						
69-20-01	394.98		19	5537.5142	5783.5778	INV AR
Point= 20						
75-08-37	396.37		20	5497.5990	5779.4314	INV AR
Point= 500						
76-44-41	299.88		500	5507.5013	5682.9684	INV AR
Point= 501						
78-03-08	250.27		501	5512.6071	5633.2297	INV AR
Point= 502						
80-00-15	200.86	BAV FAST COR FNC	502	5517.7130	5583.4911	INV AR
Point= 503						
83-13-23	151.83	@ COR FNC	503	5522.8189	5533.7525	INV AR
Point= 504						
89-27-54	103.73	FND CRIMPED IP	504	5527.9248	5484.0139	INV AR
Point= 505						
105-44-29	58.90	GAL LINE NO SIGNAL	505	5533.0306	5434.2753	INV AR
Point= 506						
163-39-59	34.31	SIGNAL	506	5538.1365	5384.5367	INV AR
Point= 510						
216-51-33	62.33	FND IP CRIMPED	510	5543.2424	5334.7980	INV AR
Point= 507						
226-47-51	86.27	NO SIGNAL	507	5546.0097	5307.8397	INV AR
Point= 23						
325-56-18	6.07		23	5577.9966	5389.2202	INV AR
Point= 22						
63-16-22	48.86		22	5572.8907	5438.9588	INV AR
Point= 402						
00-00-00	111.26	2sethub	402	5672.2683	5438.3091	INV AR
Point=						
Point=						
Point=						
Point= 10- Bearing Distance Descrip Pnt. Northing Easting Type -----03-17-2011-----08:49:00-----C:... \BMHOME9						
Occupied Point= 408						
		sethub**	408	5584.9535	5313.8084	OCC
Backsight Point= 401						

505

3/30/05

大

DIST	DISE
------	------

He-FP ① de ssa ② 95.11

01° 20' 40" N

160.595 IPI

50.04577F

50.095 I.P.F

111-18 EPF

④



10/24/85

Remarks (Cont)

+	Dist	Spec
094°15'0"	83.07	BUC (6)
04°05'20"	45.85	UP# 13
Je ② 0:01	95.115	BUC (7)
289°03'25"	42.80	con (7)
271°58'10"	97.28	(8)
269°09'00"	99.96	SH# (9)
268°30'45"	90.17	(10)
269°06'50"	92.77	SH# Beg
265°58'05"	53.00	End
265°41'15"	52.10	CLF Beg
226°01'55"	7.10	End
202°49'25"	4.61	Dist # 50m Beg
350°53'15"	9.74	
298°23'05"	21.56	
287°14'30"	48.84	
266°58'50"	46.08	
357°48'35"	24.32	BACK SWINT
358°44'20"	30.23	
359°45'25"	46.83	BK SW
352°49'20"	30.48	CONC CR
350°39'45"	24.84	
308°56'45"	20.27	GAS meter
271°48'25"	72.25	
269°34'10"	103.20	BUC (11)

#22

Co. 3
Second Flr

#22 1/2

Celling
Second Flr

Backside wall 3.5 m. w.

Count 96 to BUC

cor

Je ① 0:02

00°38'45" 61.18 GRADUAL CUR

32°27'20" 71.64

36°24'00" 64.31

00°25'30" 52.20

358°08'40" 66.91 WATER GATE

* BLDG #22 1/2 Second Floor Plan 2

HAS STORNG FOR ROOM SHOULD BE

Bedroom

ATTY. THEODORE XENAKIS

Project: 6412

Fri Jan 28 10:54:39 2011

Point statistics:

Starting point number: 1
Current point number: 40

('L' indicates locked point)

Point	Northing	Current Coordinate Easting	Listing (All) Elevation	Description
1	-17.3632	306.7532		SCRIBE
2	-24.4934	401.5955		IPF
3	-14.6014	301.4981		IPF
4	-19.8308	351.7682		IPF
5	-30.0564	451.3807		IPF
6	79.5231	362.3329		IPF
7	77.2432	337.5822		BLDG
8	50.2571	334.9743		BLDG
9	52.2205	314.5575		BLDG
10	19.9828	342.1777		BLDG
11	-6.2243	339.4033		BLDG
12	-4.2611	321.0271		BLDG
13	-17.8048	356.2360		UP #130
14	21.9297	323.7212		BLDG
15	79.3351	317.3755		BLDG
16	82.4157	312.7675		SHED
17	72.6983	311.1766		SHED
18	75.2422	312.2765		STKF BEG
19	35.6362	307.0006		STKF END
20	34.7368	306.8322		CLF BEG
21	-11.8980	302.2209		CLF END
22	-15.2615	302.6501		CSDW BEG
23	-16.5459	316.4588		CSDW
24	0.7830	318.3957		CSDW
25	28.0656	324.6856		CSDW
26	28.7053	307.7825		CSDW
27	-18.2582	331.0567		NB
28	-18.9625	336.9408		NB
29	-20.6758	353.4659		BK SWK
30	-15.8326	337.1947		NB
31	-15.1818	331.4972		NB
32	-2.5979	320.6406		GM
33	54.4769	314.4387		GM
34	85.6016	313.7163		GM
35	-19.2195	340.6433		GRAVL
36	18.3755	344.1974		GRAVL
37	17.4425	352.8395		GRAVL
38	-20.1941	349.5729		GRAVL
39	-21.6404	334.7464		WG

01/29/11 - recalculated
all POINTS FROM
FIELD NOTES

DATE 01-30-11
07.00 ±

324-50-40 41.17 Set IP END PAGE
~~33~~ 342-43-35 Set IP COR PAGE
 39.39
 CHK OK OK

210-

Start#-End# or G#= 1001-1044

Distance

Descrip

Pnt.

Northing

Easting

Type

-----03-24-2011-----11:06:27-----C:...\BMHOME10

SCRIBE	1001	5575.3412	5393.8345	
IPF	1002	5568.4005	5488.6908	
IPF	1003	5578.0925	5388.5738	TRA
IPF	1004	5572.9636	5438.8543	SS
IPF	1005	5562.9370	5538.4870	SS
IPF	1006	5672.3384	5449.2205	SS
BLDGCOR1	1007	5670.0090	5424.4744	SS
BLDGCOR2	1008	5643.0177	5421.9204	SS
BLDGCOR3	1009	5644.9404	5401.4997	SS
BLDGCOR4	1010	5612.7579	5429.1843	SS
BLDGCOR5	1011	5586.5453	5426.4622	SS
BLDGCOR6	1012	5588.4718	5408.0821	SS
UP#130	1013	5574.9985	5443.3180	SS
BLDGCOR7	1014	5614.6679	5410.7239	SS
BLDGCOR8	1015	5672.0606	5404.2636	SS
SHEDCOR9	1016	5675.1320	5399.6494	SS
SHEDCOR10	1017	5665.4113	5398.0780	SS
STKFBEG	1018	5667.9575	5399.1728	SS
STKEWD	1019	5628.3411	5393.9760	SS
CLFBEG	1020	5627.4412	5393.8094	SS
CLFEND	1021	5580.7974	5389.2913	SS
DW***	1022	5577.4347	5389.7272	SS
DW***	1023	5576.1779	5403.5385	SS
DW***	1024	5593.5107	5405.4407	SS
DW*****	1025	5620.8057	5411.6762	SS
DW*****	1026	5621.4117	5394.7717	SS
INTSW***	1027	5574.4947	5418.1397	SS
INTSW***	1028	5573.8022	5424.0253	SS
BKSWPOL	1029	5572.1219	5440.5537	SS
COR****	1030	5576.9326	5424.2729	SS
COR****	1031	5577.5721	5418.5741	SS
GASMETR	1032	5590.1342	5407.6924	SS
GASMETR?	1033	5647.1965	5401.3765	SS
BLDCOR11	1034	5678.3198	5400.5919	SS
DW****	1035	5573.5526	5427.7281	SS
DW****	1036	5611.1547	5431.2072	SS
DW****	1037	5610.2389	5439.8511	SS
DW****	1038	5572.5959	5436.6597	SS
H2OGATE	1039	5571.1200	5421.8361	SS
LOT COR	1040	5672.4558	5448.9194	TRA
LOT COR	1041	5677.4623	5399.1707	TRA
LOT COR	1042	5577.9701	5389.1056	TRA
	1043	5572.9636	5438.8543	INT
	1044	5611.3864	5442.7413	INT

Point#, Start#-End# or G#= 10-

Bearing

Distance

Descrip

Pnt.

Northing

Easting

Type

-----03-24-2011-----11:06:29-----C:...\BMHOME10

Occupied Point= 1040

LOT COR	1040	5672.4558	5448.9194	OCC
---------	------	-----------	-----------	-----

Backsight Point= 81-

Point= 1041

N84-15-12W 50.00

LOT COR	1041	5677.4623	5399.1707	INV
---------	------	-----------	-----------	-----

Point= 1042

S05-46-36W 100.00

LOT COR	1042	5577.9701	5389.1056	INV
---------	------	-----------	-----------	-----

Point= 1043

S84-15-12E 50.00

	1043	5572.9636	5438.8543	INV
--	------	-----------	-----------	-----

base
LINE
430 COR BEGS
to 457 " 11

MOVED TO
BM HOME 10
JOB 10
adjusted in
ROUTED

Notes from 1st review
of ~~the~~ decision & declarations

overhangs - common area
porches - common area

unit areas are interior

1/19/11 speak w/ L Forsley by phone
meet briefly to collect
decision, photos, Enne plan

Section XII - without modification
do not alter exterior appearance

→ why not use other surveyor

modified site Plan -
(plan recording → P Board?)
revising condominium

Why not do it right.
(7 not 3 legal spaces)

Declarations 4526-2170

UNITS - exterior walls

Foundation and Roof ??
(overhangs)

porches, decks, and parking -
is it LC ?? NO

percentage interest

875
1036

1911

90,964 ?
1911 ?
0

p 5 -
conflicts
w/ Exhibit B
~~again~~

Sarrettes have controlling
interest

p 7 - ~~the~~ exterior changes
(deck !!)

Revise condominium

Stockton Services
PO Box 1306
Hampton, NH 03843-1306
603 929-7404

Lawrence S. Forsley
Forsley Law Office, P.A.
86 High Street
Hampton, NH 03842

John Gillen
John Gillen Law
490 Lafayette Road
Hampton, NH 03842

RE: (and on behalf of) Leota and Kevin Sarrette, Tomaso and Maria Palermo

January 30, 2011

Gentlemen:

I have been asked to submit a proposal for Land surveyor services described in the Decision of Arbitrator dated November 25, 2009 in the matter of arbitration between Leota & Kevin Sarrette and Tomas & Maria Palermo.

As I interpret the specifics of the decision, the defined scope of work would be as follows:

1. "To determine if the new wall encroaches into the area reserved for Unit #2 parking."
2. "To delineate the length of the Unit #1 parking area necessary to accommodate three vehicles" and to install monuments at the northern terminus.
3. "To prepare a modified Site Plan depicting the new parking area for recordation at the Registry of Deeds."

Thanks to the prompt assistance of Merrimack Engineering I have obtained the survey field data necessary to address item 1. As to Item 2, I can certainly delineate and monument a specific length for the Unit 1 parking area. Unfortunately, the stated dimensional requirement of "three vehicles" is vague in the extreme. Based on my preliminary research of actual vehicle length variations, I suspect that the governing factor could very well be the location of the "current gravel area" described on page 19 of the Decision. Otherwise, the parties or their attorneys will need to provide specific vehicle lengths, or standard parking space dimensions would have to be used (such as 9'x18' for Hampton, which would include the 2' between vehicles mentioned in the Decision). Accordingly, please instruct both owners to leave *all* existing improvements undisturbed until the surveyor can conduct the necessary field work to document specific features mentioned by the Arbitrator in the Decision.

As to Item 3, the preparation of a revised Site Plan will require certification on my part of the recorded document in its entirety. Based on my knowledge of the area and on preliminary research conducted for the preparation of this proposal, I have concerns about aspects of the 2005 Condominium Site Plan, including the exterior boundaries of the condominium and the uncertain interior distinction between units and common area. To prepare and to certify the "modified Site Plan" required by the Decision, I will need to re-evaluate the boundary survey and prepare a new Site Plan verifying existing improvements. (The Condominium documents will also need to be revised by the attorneys to reflect any changes shown on the new plan.)

The cost estimate for my services as described above is \$3000-\$3500. The field locations will need to be conducted after the snow is gone. Should the parties choose to retain my services, I would feel more comfortable in this particular case if each owner's share of this cost could be held by the respective attorney for payment upon delivery of the recordable mylar to the attorney who will be revising the Condominium documents.

I would like to restate my commitment, should I be asked to move forward with this work, to act and advise for the benefit of both parties to this dispute. If this is acceptable, please reply in writing that I am authorized to proceed per this letter. I will start the necessary research immediately and continue with field work as the weather permits.

Sincerely,

Tocky B.

Anne W. Bialobrzeski
NHLLS #752
Stockton Services

Followup Notes: 7-14-08 RRC. Visited site and discussed complain.
[dbSimplePhone."FollowupNotes"] issues with owner of 22" I" St. Tommaso
Palermo. He indicated that the wall he installed does
not encroach on the rear units drive way (22½" I" St.)
any more than the original beam barrier that was
there. He also said the new wall was approx. 4" closer
to his house. Measurements on the Permit App. and
the Condo Docs seem to verify that.

Called the owner of 22½" I" St. Leotta Savette and
left message.

Taken By: Eleanor Montague

Message ID: 8673

At this time, it is my opinion that these complaints
are civil issues between the owners of both units.

Tocky B.

From: "Tocky B." <stockton@ttlc.net>
To: <john@johngilllenlaw.com>
Cc: <lforsley@comcast.net>
Sent: Wednesday, June 22, 2011 11:37 AM
Subject: Re: misunderstanding

It's not a dispute. I'm going to finish the plan and deliver it to Larry. Either I get paid the \$500 or I don't.

I didn't want you to get involved. I just asked if you would put a copy of the e-mail in an envelope and mail it to the Palermos.

Does this mean you will not be doing that for me?

Tocky

— Original Message —

From: john@johngilllenlaw.com
To: Tocky B.
Cc: lforsley@comcast.net
Sent: Wednesday, June 22, 2011 11:09 AM
Subject: Re: misunderstanding

This is awkward. I am in receipt of your letter of 1/30/11 wherein you indicated the cost of your services would be between \$3000-\$3500. I conveyed this figure to my former client. Since I am no longer representing him, I am unwilling to become further involved in this potential dispute. Good luck.

— On Tue, 6/21/11, Tocky B. <stockton@ttlc.net> wrote:

From: Tocky B. <stockton@ttlc.net>
Subject: misunderstanding
To: lforsley@comcast.net, "Leota" <lsarrette@aol.com>
Cc: "John Gillen" <john@johngilllenlaw.com>
Date: Tuesday, June 21, 2011, 5:20 PM

To all:

I am being told that at least the Sarrettes were under the impression that my work would be \$3000 flat.

I have forwarded my original proposal to Leota to show her that at the very least there is another \$500 uncollected from the original estimate.

If I had known that this was how the parties understood things, I would have elected to forego the time spent in meetings and preparing reports.

I do not wish to be seen as taking advantage of anyone. The iron pipes were set today at the end of the Unit 1 parking area.

I am in the process of preparing a recordable plan that will satisfy the arbitrator's instructions and include disclaimers for all other aspects of the condominium except the survey.

I will deliver the mylar to Larry Forsley upon payment of the remaining \$500 from my original estimate.

7/15/2011

Page 2 of 2

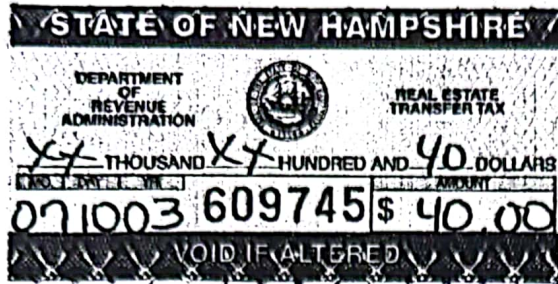
I would be sincerely grateful if John Gillen could make a copy of this e-mail and send it to the Palermos as soon as possible.

I apologize for whatever I have contributed, if anything, to this misunderstanding.

Tocky

Anne W. Bialobrzewski
NHLS #752
NHDES Septic Designer #348
Stockton Services
PO Box 1306
Hampton, NH 03843-1306
603 929-7404

081052



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, SWEENETTE REALTY, LLC., a limited liability company duly organized under the laws of the State of New Hampshire and having its usual place of business at 22 & 22 1/2 I Street, Hampton Beach, New Hampshire, for consideration paid, grant an undivided one-half interest to KEVIN SARRETTE and LEOTA P. SARRETTE, husband and wife, as joint tenants with rights of survivorship, of 450 Crystal Street, Haverhill, Essex County, Massachusetts; and an undivided one-half interest to SCOTT SWEENY and JEAN E. SWEENY, husband and wife, as joint tenants with rights of survivorship, of 240 Crystal Street, Haverhill, Essex County, Commonwealth of Massachusetts; the two one-half interests to be held as tenants in common, with **WARRANTY COVENANTS:**

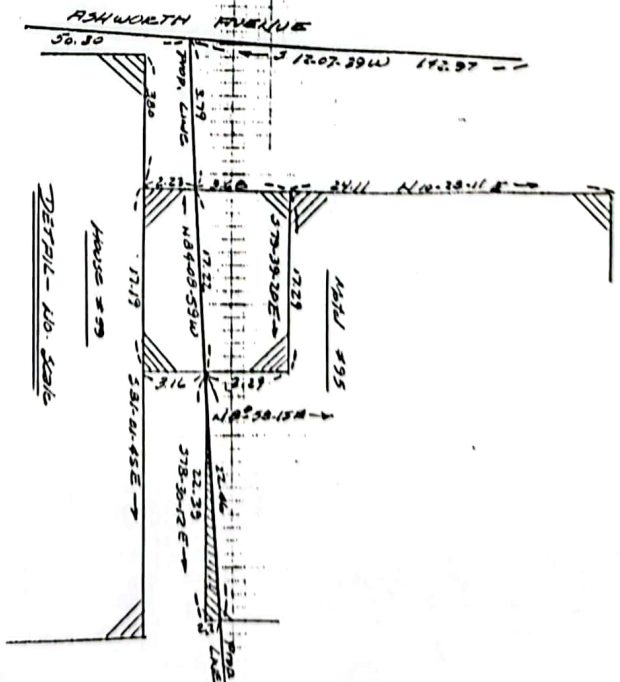
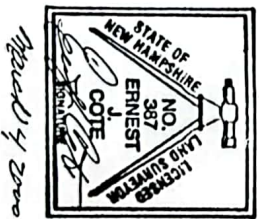
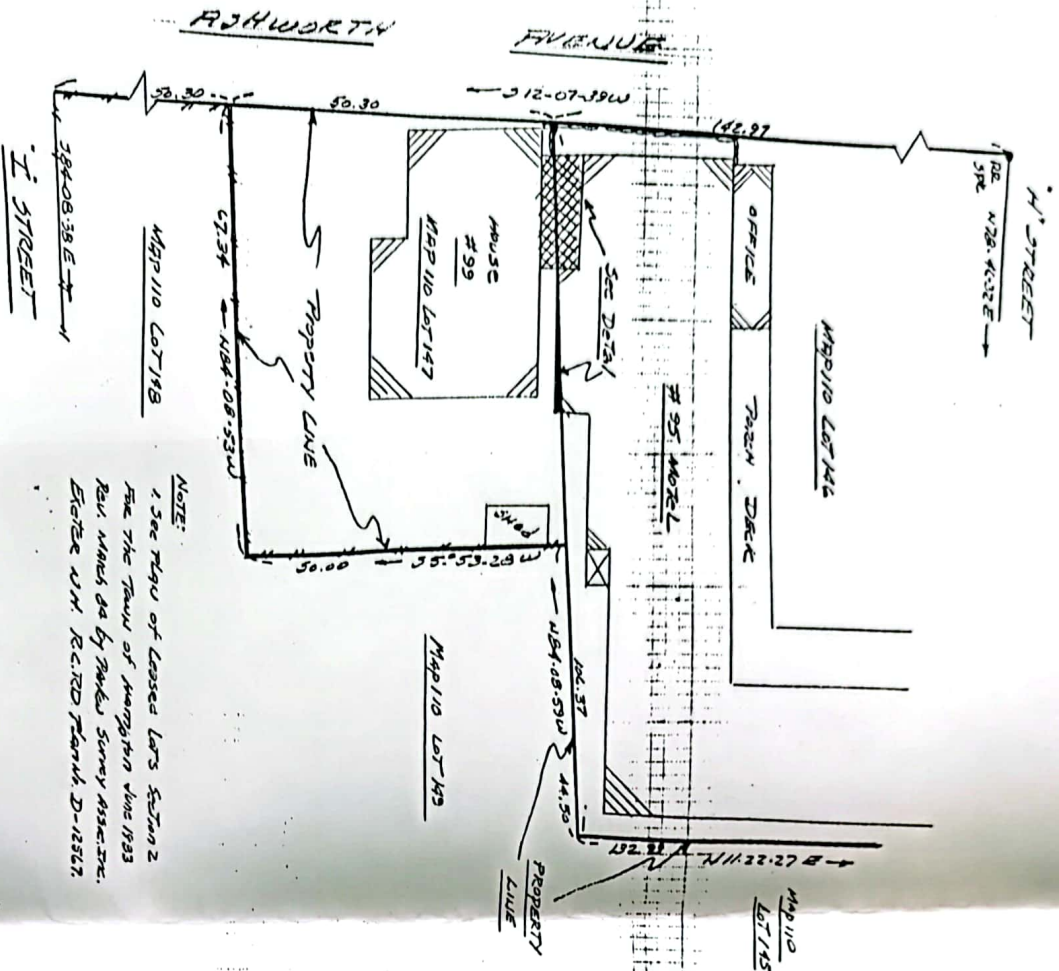
A certain parcel of land with the buildings thereon situated in Hampton Beach, County of Rockingham, State of New Hampshire, known as Lot Number 149, Block I on Plan of Leased Lots dated June 1983 and revised March 1984 by Parker Survey Associates, Inc. and recorded in the Rockingham County Registry of Deeds, being also shown on said Town's Tax Assessor's records as Map 110, Lot Number 149 and more particularly described as follows:

Beginning at PK nail set in concrete at the southeasterly corner of Lot 148 on the northerly side of I Street; thence proceeding S 84° 08' 20" E by and along said I Street a distance of 50.00 feet to a point at the corner of the conveyed premises and Lot 150 as shown on said plans; thence proceeding North 05° 53' 28" E along said Lot 150 a distance of 100.00 feet to a point at the corner of the conveyed premises, and said Lot 150 and the southerly sideline of Lot 145 on said plan; thence proceeding N 84° 08' 20" W along said Lot 145 and also Lot 146 a distance of 50.00 feet to a point at the corner of the conveyed premises and Lot 147, said point also being on the southerly sideline of said Lot 146 at a building on the corner; thence proceeding S 05° 53' 28" W along said Lot 147 and Lot 148 a distance of 100.00 feet to the point begun at.

Theses premises are conveyed subject to the covenants and restrictions as more particularly set out in deed from the Town of Hampton to James J. McDonnell and Laurie A. McDonnell dated December 9, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2577, Page 0054.

2003 JUL 10 AM 8:20

ROCKINGHAM COUNTY
REGISTRY OF DEEDSROCKINGHAM COUNTY
REGISTRY OF DEEDS



PLAN OF TOWN OF HAMPTON

LEASE LAND

BUILDING ENCROACHMENTS

35-39 ASHWORTH AVENUE

HAMPTON N.H.

Scale: 1" = 20'

MARCH 4, 2000

E. J. COTE & ASSOCIATES INC.

926-4878

LAND SURVEYORS

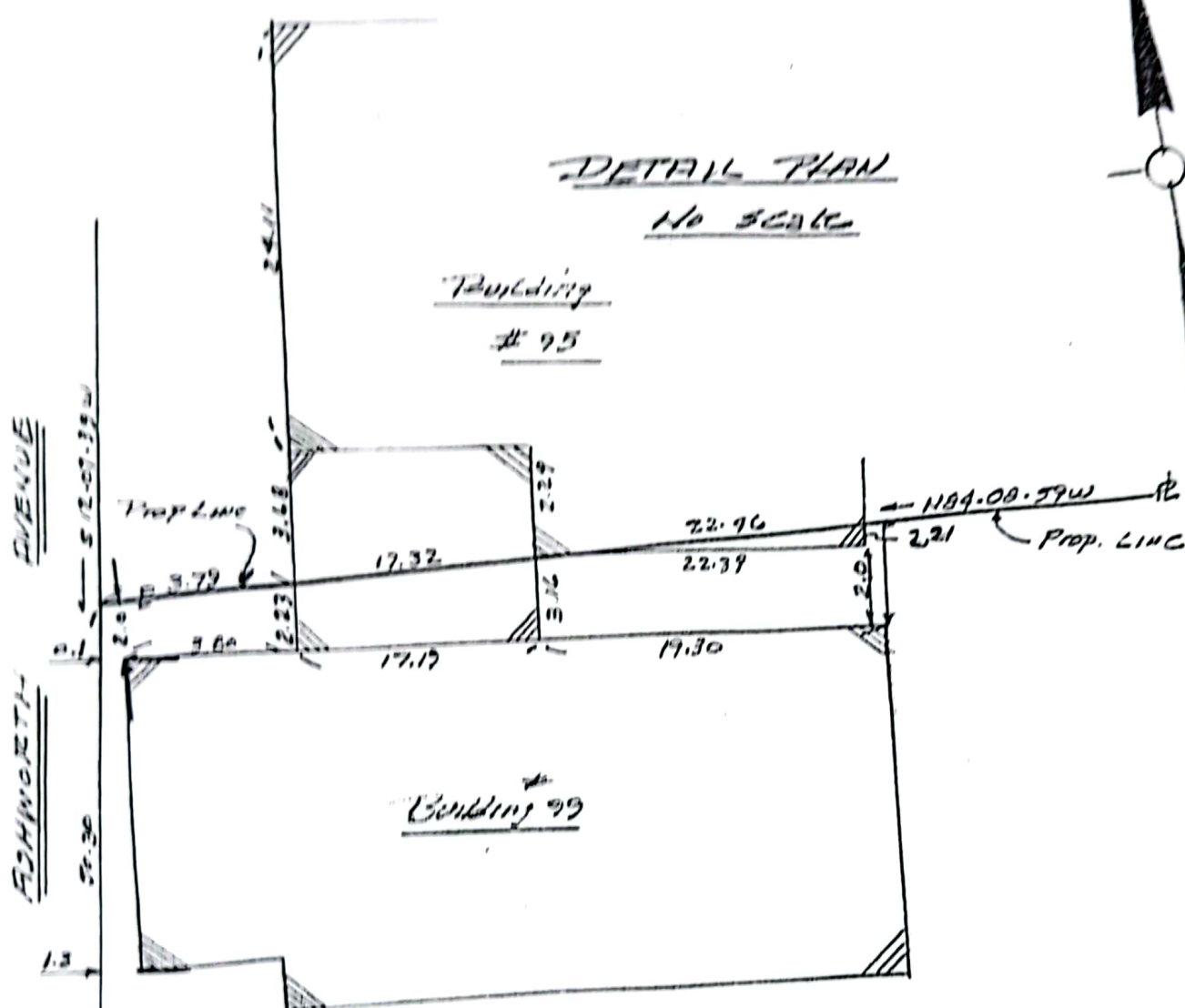
36 RAIL'S LAKE HAMPTON N.H. 03842

TELEPHONE 240-6065



DETAIL PLAN
NO SCALE

Building
95



Detail No. SCALE



PLAN OF LAND
Building LOCATION DETAIL

99 ASHWORTH AVENUE
HAMPTON N.H.
Robert CARRIGNARO

SCALE: NONE Sept. 24, 2005

E. J. COTE & ASSOCIATES INC.
LAND SURVEYORS

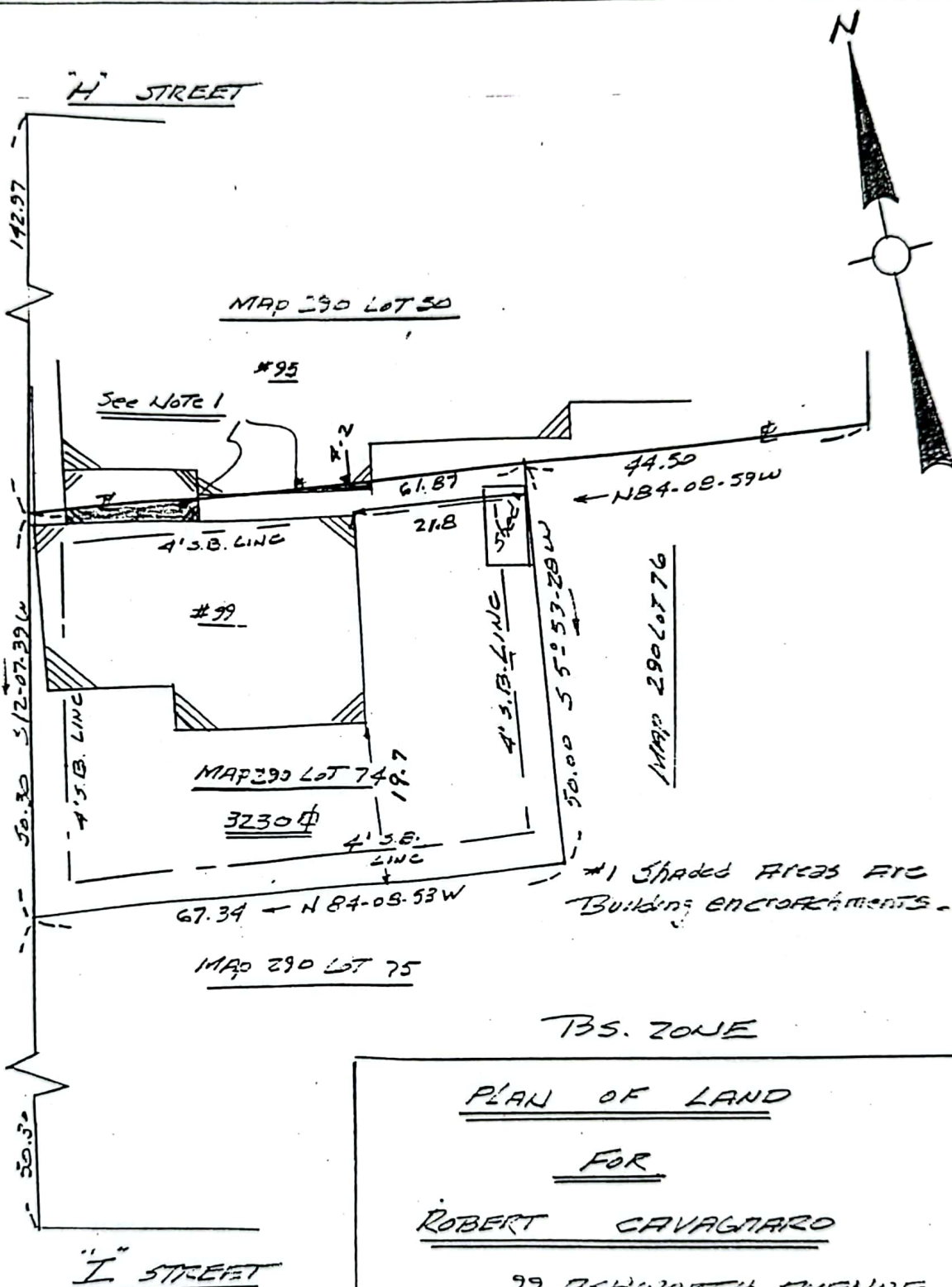
36 BIRD'S LANE HAMPTON, N.H.

MAP 290 LOT 66

MAP 290 LOT 67

MAP 290 LOT 73

ASHWORTH AVENUE



TBS. ZONE

PLAN OF LAND

FOR

ROBERT CAVAGNARO

99 ASHWORTH AVENUE

HAMPTON, N.H.

SCALE: 1"=20'

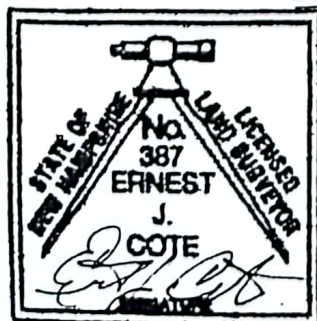
SEPT. 24, 2005

E.J. COTE & ASSOCIATES INC.

LAND SURVEYORS Tel. 926-4978

36 ANN'S LANE HAMPTON, N.H.

PLAN No. 1-40-6065



PLAN 1 OF 2

2550.
250 Sa
900 Fev
1000 alt
400 Jensen
Ntt Prop
Holder

Thank you very much
for your services and patience.
Sincerely

John J. Jantzen